



# U.S. Department of State

## Terms and Conditions for Foreign Public Entities

A Department of State (DOS) Notice of Award for Foreign Public Entities (FPEs) consists of the following two mandatory components:

- DS-1909 Federal Assistance Award Coversheet
- Terms and Conditions for Foreign Public Entities (data elements below)

### DATA ELEMENTS:

1. **Federal Assistance Identification Number:**

[Insert number]

2. **Amount of Award:** [Insert amount]

3. Purpose/Scope of Award: **[Insert general purpose of award from SOO]**. For full scope of award, see attached Statement of Objectives (Attachment A).

4. Grants Officer (GO)

The Grants Officer is responsible for exercising prudent management of this award and is the only individual authorized to award, amend, suspend, and terminate financial assistance awards. In addition, the Grants Officer is responsible for coordination and liaison with the Recipient. This individual receives appropriate material from the Grants Officer Representative and/or the Recipient for review. The Grants Officer's name, address, telephone number and email address are:

Grants Officer  
U.S. Department of State  
PM/WRA, SA-09 2nd East  
2025 E Street, NW  
Washington, DC 20006  
Telephone:  
E-mail:

5. Grants Officer Representative (GOR)

The Grants Officers Representative (GOR) for this award is responsible for coordinating the programmatic and administrative aspects of this award. The GOR's name, address, telephone number, and email address are:

Program Manager

U.S. Department of State  
PM/WRA, SA-09 2nd East  
2025 E Street, NW  
Washington, DC 20006  
Telephone:  
E-mail:

6. Recipient Point of Contact and Signatory

- a. The Recipient must inform the Grants Officer in writing of the name of its representative authorized to administer the award, and bind the Recipient.
- b. The Recipient Point of Contact name, title, address, telephone number, and email address is:

[Name]  
[Address Line 1]  
[Address Line 2]  
[Phone]  
[Email]

- c. The Recipient Signatory name, title, address, telephone number, and email address is:

[Name]  
[Address Line 1]  
[Address Line 2]  
[Phone]  
[Email]

7. Payment Method:

***If the payment method is through the Department of Health and Human Services Payment Management System (PMS), use the following provision:***

Payments under this award will be made through the U.S. Department of Health and Human Services Payment Management System (PMS). The Payment Management System instructions are available under the PMS website and can be accessed at the following address:

<http://www.dpm.psc.gov/>. Recipients should request funds based on immediate disbursement requirements and disburse funds as soon as possible to minimize the Federal cash on hand.

***Or***

***If the payment method is through Automated Clearing House Electronic Funds Transfer (ACH/EFT), USG Cash or Cashier Check -- SF-270 Request for Advance or Reimbursement - use the following provision:***

The Standard Form 270 Request for Advance or Reimbursement is used to request payments in the amounts required by the Recipient to carry out the purpose of this award. The SF-270 must identify the period for which payment is being claimed/requested; be numbered consecutively, and be certified by the organization's authorized requesting official. Each payment request must equal the amount of expenditures anticipated or actually incurred during the period covered by the request, less any unexpended funds remaining from prior payments.

When submitting a request for payment, use the address provided on the DS-1909 Federal Assistance coversheet. Requests for payments must be submitted in sufficient time to allow at least fourteen (14) working days for processing.

8. Post-Award Compliance:

The Department of State Terms and Conditions for Foreign Public Entities are included below and made part of this Notice of Award.

The Recipient must comply with these terms and conditions during the award/project period, as well as with any assurance and certifications made part of the Notice of Award. Subrecipients must be informed of, and must comply with, any applicable terms and conditions in this award during the award period.

9. Authorized Budget

*Note: FPEs may use an alternative summarized activity budget format in lieu of the standard budget categories as described below. However, the line item budget is preferred, as it conforms to OMB's standard format and cost classifications. PIOs may have a fixed indirect rate, which has been agreed to by member states. This indirect rate is not considered a NICRA nor is it limited by the 10% de minimis rate in 2 CFR 200, which does not apply to PIOs.*

Summarized Activity Budget

Grant Activity	Amount
1. Activity 1	
2. Activity 2	
Total	

*Or*

Standard Budget Format

Budget Categories	Amount
1. Personnel	
2. Fringe Benefits	

3. Travel	
4. Equipment	
5. Supplies	
6. Contractual	
7. Construction	
8. Other Direct Costs	
9. Total Direct Costs (lines 1-8)	
10. Indirect Costs	
11. Total Costs (lines 9-10)	
12. Cost-Sharing	

#### 10. Allowable Costs

a. The Recipient will be reimbursed for costs incurred in carrying out the purposes of this award, which are reasonable, allocable, and allowable.

(1) “Reasonable” means those costs that do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.

(2) “Allocable” means those costs that are necessary to this award.

(3) “Allowable” means those costs that are reasonable and allocable, and that conform to any limitations set forth in this award. Alcohol is not an allowable cost under this award.

b. The Recipient is encouraged to obtain the Grants Officer's written determination as to whether the cost will be allowable before incurring a questionable or unique cost.

#### 11. Revision of Award Budget

a. The approved award budget is the financial expression of the Recipient's program as approved during the award process.

b. The Recipient must immediately request approval from the Grants Officer when there is reason to believe that within the next 30 calendar days a revision of the approved award budget will be necessary for any of the following reasons:

(1) To change the scope or the objectives of the program or to add any new activity.

- (2) To revise the funding allocated among program objectives or direct cost categories by more than 10 percent of the total budget amount.
  - (3) The project goals and objectives cannot be completed within the approved budget amount.
- c. Except as required by other provisions of this award specifically stated to be an exception from this provision, DOS will not be obligated to reimburse the Recipient for costs incurred in excess of the total amount obligated under the award. The Recipient will not be obligated to continue performance under the award (including actions under the "Termination Procedures" provision) or otherwise to incur costs in excess of the amount obligated under the award, unless and until the Grants Officer notifies the Recipient in writing that such obligated amount has been increased and specifies the new award total amount.

## 12. Award/Project Period

The award/project period of performance is shown on the DS-1909 Federal Assistance Award coversheet. All expenditures paid with funds provided by this award must be incurred for authorized activities that take place during this period unless otherwise stipulated. In the event the time prescribed herein should prove insufficient for the Recipient to carry out the program provided for herein, the Grants Officer may provide such extension of the period of the award as may be deemed advisable. Any extension will be effective only upon the execution of an amendment to the Award for this purpose. All requests for extensions must be received in writing at least ten days prior to the expiration date.

## 13. Amendment

This document constitutes the entire agreement between the parties. No amendment changing its scope or terms shall have any force or effect unless it is in writing and signed by the Grants Officer for the Department of State and a duly authorized representative for the Recipient.

## 14. Non-Liability

The DOS does not assume liability for any third-party claims for damages arising out of this award.

## 15. Notices

Any notice given by DOS or the Recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted by e-mail, as follows:

- To the DOS Grants Officer and/or Grants Officer Representative, at the address specified in the Notice of Award.

- To Recipient, at the address shown in the award or such other address designated within the Notice of Award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

## 16. Refunds

- a. If the Recipient earns interest on Federal advances before expending the funds for program purposes, the Recipient must remit the interest annually. Refunds should not be returned to DOS; contact the Grants Officer for instructions on remitting to the U.S. government through the Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Interest amounts up to \$500 per year may be retained by the Recipient for administrative expenses.
- b. Funds obligated by DOS, but not disbursed to the Recipient before the award expires or is terminated, will revert to DOS, except for funds committed by the Recipient to a legally binding transaction applicable to this award. Any funds advanced to, but not expended by, the Recipient before the time of expiration or termination of the award must be refunded to DOS, except for funds committed by the Recipient to a legally binding transaction applicable to this award.
- c. If, at any time during the life of the award, or as a result of final audit, it is determined that DOS funds provided under this award have been expended for purposes not in accordance with the terms of this award, the Recipient must promptly refund such amount to DOS.

## 17. Termination Procedures

This award may be terminated by either party, in whole or in part, at any time with 30 days written notice of termination.

- a. Upon receiving a termination notice from the Grants Officer, the Recipient must take immediate action to cease all expenditures financed by this award and to cancel all unliquidated obligations if possible. The Recipient may not enter into any additional obligations under this award after receiving the notice of termination, other than those reasonably necessary to effect the close out of this award. Except as provided below, no further reimbursement will be made after the effective date of termination.
- b. As soon as possible, but in any event no later than 90 days after the effective date of termination, the Recipient must repay to DOS all unexpended DOS funds that are not otherwise obligated by a legally binding transaction applicable to this award.
- c. If the funds paid by DOS to the Recipient before the effective date of termination are not sufficient to cover the Recipient's obligations under a legally binding transaction, the Recipient may submit a written claim for such amount to DOS within 90 days after the

effective date of termination. The Grants Officer will determine the amount(s) to be paid by DOS to the Recipient under such claim in accordance with the "Allowable Costs" provision of this award.

## 18. Audit and Records

### ***Use for foreign government entities and non-UN organizations when DOS is not the sole contributor under the award program.***

The Recipient is required to maintain books, records, documents, and other evidence in accordance with the Recipient's usual accounting procedures to sufficiently substantiate charges to the award. The Recipient confirms that this program will be subject to an independent audit in accordance with the Recipient's usual auditing procedures, and agrees to furnish copies of these audit reports to DOS along with such other related information as may be reasonably requested by DOS with respect to questions arising from the audit report.

### ***Or***

### ***Use for foreign government entities and non-UN organizations when DOS is the sole contributor under the award program.***

The Recipient is required to maintain books, records, documents, and other evidence in accordance with the Recipient's usual accounting procedures to sufficiently substantiate charges to the award. The Recipient agrees to make available to DOS or the Comptroller General of the United States all records and documents that support expenditures made under this program.

### ***Or***

***Use for all awards to the United Nations (UN) or its subsidiaries. When this provision is used, edit the "Reporting and Evaluation" provision to include the appropriate level of required reporting.***

- a. The Recipient agrees to furnish the U.S. Government with a final report on activities carried out under this award, including accounting for award funds in sufficient detail to enable DOS to liquidate the award.

***Optional:*** The report must be submitted to the U.S. Mission to the UN in New York for forwarding to the DOS program office, as well as submitted according to the Reporting and Evaluation provision below.

- b. It is understood that financial records, including documentation to support entries on accounting records and to substantiate charges against the award, will be maintained in accordance with the Recipient's usual accounting procedures, which must follow generally accepted accounting practices. All such financial records must be maintained for at least three years after the final disbursement of funds under this award.
- c. The Recipient confirms that the award account will be audited applying established procedures under appropriate provisions of the financial regulations and rules of the United Nations.

## 19. Reporting and Evaluation

### Programmatic Reporting:

The recipient is expected to submit **[Select one: annual, bi-annual, quarterly, monthly]** programmatic reports. All reports should be uploaded to the award as a Post Award Activity in SAMS Domestic on or before the report due date. The report must follow the format of the Narrative Progress Report Template attached to this award.

Grant Quarter	USG Fiscal Year and Quarter	Calendar Year Dates	Report Due Date
1	FY2017, Quarter 1	October 1, 2016 – December 31, 2016	January 30, 2017
2	FY2017, Quarter 2	January 1, 2017 – March 31, 2017	April 30, 2017
3	FY2017, Quarter 3	April 1, 2017 – June 30, 2017	July 30, 2017
4	FY2017, Quarter 4	July 1, 2017 – September 30, 2017	October 30, 2017
5	FY2018, Quarter 1	October 1, 2017 – December 31, 2017	January 30, 2018
6	FY2018, Quarter 2	January 1, 2018 – March 31, 2018	April 30, 2018
7	FY2018, Quarter 3	April 1, 2018 – June 30, 2018	July 30, 2017
8	FY2018, Quarter 4	July 1, 2018 – September 30, 2018	October 30, 2018
<b>Final Programmatic Report Due: March 30, 2019</b>			

### Financial Reporting:

The recipient is expected to submit quarterly financial reports (SF-425). All reports should be submitted in the HHS Payment Management System (PMS) **and** uploaded to the award as a Post Award Activity in SAMS Domestic on or before the report due date.

Grant Quarter	USG Fiscal Year and Quarter	Calendar Year Dates	Report Due Date
1	FY2017, Quarter 1	October 1, 2016 – December 31, 2016	January 30, 2017
2	FY2017, Quarter 2	January 1, 2017 – March 31, 2017	April 30, 2017
3	FY2017, Quarter 3	April 1, 2017 – June 30, 2017	July 30, 2017
4	FY2017, Quarter 4	July 1, 2017 – September 30, 2017	October 30, 2017



5	FY2018, Quarter 1	October 1, 2017 – December 31, 2017	January 30, 2018
6	FY2018, Quarter 2	January 1, 2018 – March 31, 2018	April 30, 2018
7	FY2018, Quarter 3	April 1, 2018 – June 30, 2018	July 30, 2017
8	FY2018, Quarter 4	July 1, 2018 – September 30, 2018	October 30, 2018
<b>Final Financial Report Due: March 30, 2019</b>			

Final Financial and Programmatic Reporting:

The recipient is expected to submit a final programmatic and financial report on or before [enter due date]. The final programmatic and financial reports should reflect all activity undertaken during the life of the award. See above for submission instructions.

20. Terrorist Financing

***Use with all PIO awards, except the UN or its subsidiaries:***

U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the Recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts or sub-awards/agreements issued under this award.

***Or***

***Use with all awards made to the UN or its subsidiaries:***

Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both DOS and the Recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of DOS to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the Recipient undertakes to use reasonable efforts to ensure that none of the DOS funds provided under this award are used to provide support to individuals or entities associated with terrorism.

21. Publications and Media Releases

- a. The Recipient shall provide the project office and Grants Officer with one copy of all published works developed under this award and with lists of other written work produced under this award.
- b. If the Recipient intends to identify DOS's contribution to any publication, video, media release, or other electronic or print material or resulting from this award, the following conditions apply:

- (1) The product must be approved by the GOR, with the Grant Officer's authorization, prior to release or publication; and
- (2) The product must identify the sponsoring DOS office, bureau or mission, and state that the views expressed by the author(s) do not necessarily reflect those of DOS, using the following language:

“This [publication, video or other information/media product (specify)] was made possible through support provided by the United States Department of State, under the terms of Award No. [insert]. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the United States Department of State.”

- c. Except as otherwise provided in the terms and conditions of the award, the author or the Recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but DOS reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for U. S. Government purposes.

22. Trafficking in persons ***(Required when the Recipient plans to provide subawards to private entities, as defined below, under this award. If the Grants Officer expects that the subawards will be made under this award, the following provision must be inserted in its entirety. Note: only paragraphs b, c, and d apply to FPEs, but paragraph a may not be omitted.)***

- a. Provisions applicable to a recipient that is a private entity.

- (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.

- (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
  - i. Is determined to have violated a prohibition in paragraph a(1) of this

award term; or

- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph .a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 601.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph .a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a(1) of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 601.

c. Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a(1) of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a(2) or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a(1) of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

(1) “Employee” means either:

i. An individual employed by you or a subrecipient 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 you 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 or matching requirements.

(2) “Forced labor” means labor obtained by any of the following methods: 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 subsection to involuntary servitude, peonage, debt bondage, or slavery.

(3) “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. Investment Promotion: **N/A**

24. Specific Award Conditions

a. Standard Reporting Metrics

All conventional weapons destruction and humanitarian mine action grants must fill out the standard reporting metrics annually on the progress of the grant. It is recommended that a similar format is used for quarterly reporting of progress. In addition, all Humanitarian Demining and surface and sub-surface Explosive Remnants of War (ERW) activities must produce and maintain to-scale maps of these activities and record the location of all landmines and other ERW found and cleared.

b. Key Personnel

Key Personnel are defined as individuals who contribute to the development or execution of a project in a substantive, measurable way. The Principal Investigator/Program Director (Primary Vendor/Recipient Contact in SAMS Domestic) is always considered to be Key Personnel. The Recipient agrees that a partial basis for award of the grant or cooperative agreement is the list of Key Personnel included in the proposal.

Accordingly, the Recipient agrees to assign to this task order those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the award. No substitution shall be made without prior notification to and concurrence of the Grants Officer. All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Grants Officer shall be notified in writing of any proposed substitution at least thirty (30) days in advance of the proposed substitution. Such notification shall include:

1. An explanation of the circumstances necessitating the substitution;

2. A complete resume of the proposed substitute; and

3. Any other information requested by the Grants Officer to enable him/her to judge whether or not the Recipient is maintaining the same high quality of personnel that provided the partial basis for award.

c. Gender and Age-Based Reporting Requirement

Recipients shall disaggregate reporting on beneficiaries based on gender and age, and report separately on the number of men and women employed in the program funded by the grant. Additionally, grantees are required to report whether non-technical and technical survey teams include female employees to ensure the voices of women and girls are included in survey results. Age-based reporting requires that the number of individuals served under the age of eighteen (18) and the number over the age of eighteen (18) be listed where possible.

d. Anti-Prostitution Policy and Requirements

The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. Consistent with the Trafficking Victims Protection Act (TVPA), recipients are required to agree to the following special conditions prior to a grant or cooperative agreement being awarded:

- e. None of the funds made available herein may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to combat trafficking in persons, including programs for prevention, protection of victims, and prosecution of traffickers and others who profit from trafficking in persons, by ameliorating the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked. The Recipient shall insert this provision in all sub-agreements under this award. TVPA sec. 113(g)(1)(P.L. 108-193).

f. MANPADS Reporting

If during the course of its operations the Recipient discovers any Man Portable Air Defense Systems (MANPADS) or other weapons systems of high value, the Recipient shall immediately alert PM/WRA and provide as much photographic and forensic evidence as possible, including serial numbers, markings, nomenclature, places of manufacture, and place/date of transfers of missiles and/or gripstocks. Attachment C (MANPADS Disposal Certificate) is provided below for reference and assistance.

g. Accidents

Recipients shall inform the PM/WRA Grants Officer, Deputy Director for Programs, and relevant GOR of any and all accidents, incidents, or events that result in loss of life, limb, or property within twenty-four (24) hours of occurrence. The recipient shall provide

WRA with any and all accident reports and/or investigation reports as soon they become available.

h. IMAS and NMAS Compliance

All of the Recipient's work on this project, including any MRE components, will meet International Mine Action Standards (IMAS) and all applicable National Mine Action Standards (NMAS).

i. The Recipient shall provide all necessary services, equipment, and facilities necessary to accomplish the goals and objectives of this grant.

j. Equipment

An Equipment List (Attachment D) must be completed and submitted to the Grants Officer on an annual basis. A separate Equipment List should be filled out per grant award. Instructions are included in the attachment.

k. Budget Revisions

The Recipient may not transfer funds among direct cost categories in which the cumulative amount of such transfers exceeds—or is expected to exceed—ten (10) percent of the total budget, without obtaining prior permission from the Grants Officer.

l. USG Acknowledgement

All programs, projects, assistance, activities, and public communications to foreign audiences, partially or fully funded by the Department, should be marked appropriately overseas with the standard U.S. flag in a size and prominence equal to (or greater than) any other logo or identity. The Recipient should ensure that all publicity and promotional materials underscore the sponsorship by or partnership with the U.S. Government or the U.S. Embassy. The Recipient may continue to use existing logos or program materials; however, a standard rectangular U.S. flag must be used in conjunction with such logos. To the extent practicable, the U.S. flag should be placed on U.S.-funded items such as vehicles, heavy machinery, personal protective equipment, helmets, uniforms/t-shirts, detectors, laptops, signage, pamphlets/leaflets, reports, and briefing materials. See the Department of State Standard Terms and Conditions attached to this award for further information on branding and marking.

Additionally, for all media engagements regarding an award fully or partially funded by PM/WRA, award recipients must:

1. Notify WRA in advance, where possible, of any media engagement related to a U.S.-funded effort;
2. Acknowledge that their work is made possible by the generous support of the United States of America; and

3. Obtain advance written concurrence from the GOR if there is a compelling reason for not acknowledging U.S. support publicly (e.g., for security reasons).
- m. **For Iraq ONLY:** Iraqi citizens and nationals employed in Iraq by grant and cooperative agreement recipients: This requirement implements section 1248 of the National Defense Authorization Act (NDAA) for Fiscal Year 2008, as amended. The recipient must complete one form DS-7655 “Iraqi Citizens and Nationals Employed by Federal Contractors, Grantees, and Cooperative Agreement Partners” for each applicable employee within 45 days of signature of this award. The forms must be submitted to the GO. The recipient agrees to complete a DS-7655 form on each subsequent applicable new employee within 45 days of date of hire, and to submit those forms to the GO.
- n. **Construction** (delete if N/A):
  1. Only the activities explicitly stated in the SOO are allowable.
  2. The designated GO has the authority to halt any and all construction activities during the award period of performance.
  3. Any proposed modification to the site location, SOO, budget (including re-alignment of costs), or project duration must be approved by the designation GO in writing.
- o. Pre-award Costs: [If not pre-award costs, insert NA]

The Department of State hereby agrees to reimburse the Recipient an amount not to exceed \$XXXX for pre-award costs incurred and considered allowable. This pre-award condition applies to costs incurred from DATE.

- p. Option Years: [If not option years, insert NA]

This award includes [insert number] option years. Under this award, only the base year is funded, and the grant is scheduled to end on December 31, 2017. The option year is not funded at this time and will only be continued at the convenience of DOS; the option year is dependent upon the availability of funds. Should funding be unavailable, an option year will not be executed. Final determination of whether or not to execute an option year lies with the Grants Officer. The option years are as follows:

Base Year: January 1, 2017 – December 31, 2017  
Option Year 1: January 1, 2018 – December 31, 2018  
Option Year 2: January 1, 2019 – December 31, 2019

If Option Year 1 is executed, the quarterly reports will continue on the same schedule as listed above, with the final report due March 30, 2019.