

## **The Appraisal Subcommittee (ASC) FY2025 and FY2026 General Terms and Conditions for Federal Financial Assistance**

This document sets forth ASC's General Terms and Conditions that govern all new federal awards of federal financial assistance (Grants) for which the initial federal award date occurs in FY2025 and FY2026. For federal awards that involve continuation awards made in subsequent fiscal years, these ASC General Terms and Conditions will apply to the continuation award unless otherwise specified.

Instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Availability (NOFA) for this Grant are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFA. If a condition of the NOFA is inconsistent with these General Terms and Conditions, the condition in the NOFA shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFA shall remain in effect.

The Grant Recipient assumes legal, financial, administrative, and programmatic responsibility for administering the Grant in accordance with any provisions included in the award; the statutes, regulations, and Executive Orders governing Federal financial assistance awards; and the relevant General Terms and Conditions.

All legislation and digital resources are referenced with no digital links. These General Terms and Conditions are maintained on the ASC website at <https://www.asc.gov/grants>.

**This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200.** <sup>1</sup> The Grant Recipient must also comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Availability (NOFA), and federal award-specific terms and conditions.

### **General Terms and Conditions**

#### **I. Award Agreement**

This Grant will be governed by the Federal laws of the United States of America. Any and all disputes arising from this agreement shall be brought only in, and decided solely and exclusively by federal courts located in Washington D.C. Parties seeking injunctions against the Federal Government must cover the costs and damages incurred if the Government is ultimately found to have been wrongfully enjoined or restrained.

The Grant Recipient will carry out activities during the Period of Performance. The Grant Recipient will use Grant funds only for activities specified in the Statement of Work (or Application Narrative) and in accordance with the Grant budget.

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<sup>1</sup> See <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>

The Award Agreement may be amended by mutual written agreement signed by the Grant Recipient and the ASC. The ASC reserves the right to alter any of the General Terms and Conditions unilaterally with notice to the Grant Recipient.

II. Acknowledgement of Federal Funding from ASC

The Grant Recipient must acknowledge their use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects and or programs funded in whole or in part with Federal award funds. To the extent practicable, the Grant Recipient agrees to make products produced under the award available at the cost of reproduction to others in the field. In addition, publications created with Grant funds must acknowledge support by the ASC and include a disclaimer as follows:

*“This material is supported by the Appraisal Subcommittee of the Federal Financial Institutions Examination Council under Grant No.\_\_\_\_\_. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of or a position that is endorsed by the Appraisal Subcommittee.”*

III. Requirement for System for Award Management (SAM.gov)<sup>2</sup> and Universal Identifier Requirements (UEI)<sup>3</sup>

The Grant Recipient must maintain a current and active registration in SAM.gov. Registration must always be current and active until the Grant Recipient submits all final reports required under this Grant or receives the final payment, whichever is later. The Grant Recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. The Grant Recipient is required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated by reference.

IV. Use of Funds

1. *In general.* The Grant Recipient shall administer ASC funds using sound management practices in a manner consistent with underlying agreements, program objectives, and the sections of the Terms and Conditions of this Grant agreement. It is the Grant Recipient’s responsibility to ensure that ASC funds are used only for costs incurred in accordance with the applicable cost principles, meaning the costs are (1) reasonable: generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal

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<sup>2</sup> System for Award Management (SAM.gov) means the Federal repository into which the Awardee must provide the information required for the conduct of business as a recipient of U.S. Federal funds. Additional information about registration procedures may be found at <https://www.sam.gov>.

<sup>3</sup> Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

business; (2) allocable: incurred specifically for this Grant in whole or clearly identifiable proportional part; and (3) allowable: conform to any limitations in this Grant. The Grant Recipient shall obtain the ASC's written determination on whether specific costs are allowable or allocable. The ASC reserves the right to make a final determination on the allowability of costs.

Costs must be adequately documented and incurred during the approved Period of Performance. If ASC has approved the use of Grant funds for pre-award costs, costs must be adequately documented as well. Costs allocated to this Grant may not also be allocated to another U.S. federal award and may not be used to meet the cost sharing or matching requirements of any other U.S. federally financed program.

2. *Limitations on use of funds.* The Grant Recipient certifies that it will not use ASC funds (1) for any attempt to influence any legislation through communication with any government official, employee, or member of a legislative body, or through any attempt to affect the opinion of the general public; or (2) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive. The Grant Recipient agrees that it will not use Grant funds to influence or attempt to influence an officer of the United States federal government legislative or executive branches with regards to a federal contract, loan, grant, cooperative agreement. The Grant Recipient may provide technical advice or assistance to a governmental body or to a committee or other subdivision thereof for the purpose of making available the results of nonpartisan analysis, study, or research in response to a written request and with prior approval from the ASC. The Grant Recipient completes the Disclosure of Lobbying Form (SF-LLL) during grant application.

The Grant Recipient will not use Award funds for the purchase of alcoholic beverages.

Per Executive Order 14169 "Improving Oversight of Federal Grantmaking", the Grant Recipient shall not use Award funds to fund, promote, encourage, subsidize, or facilitate: (1) racial preferences or other forms of racial discrimination by the grant recipient, including activities where race or intentional proxies for race will be used as a selection criterion for employment or program participation; (2) denial by the grant recipient of the sex binary in humans or the notion that sex is a chosen or mutable characteristic; (3) illegal immigration; or (4) any other initiatives that compromise public safety or promote anti-American values.

- V. *Unused funds.* Grant funds that are not used for or committed to Grant activities during the Period of Performance, including any funds found to have been improperly spent, will be returned to the ASC. Unused funds will be determined by the ASC Grants Management Office in collaboration with the Grant Recipient after a review of all financial reports during grant closeout, or if deemed necessary, via an audit. Payment Management System (PMS)  
ASC will use the Department of Health and Human Services (DHHS) PMS

system<sup>4</sup> for both grant reporting and recipient drawdown of grant funds. The Grant Recipient is prohibited from directly drawing down general grant funds for specific projects without the affirmative authorization of the Agency; and the Grant Recipient must provide written explanations or support, with specificity, for requests for each drawdown.

VI. Compliance and Indemnification

The Grant Recipient certifies that during the Period of Performance it will comply with all applicable local laws. The Grant Recipient specifically waives and releases the ASC against any claim or judgment arising under these legal rules.

The Grant Recipient will agree to indemnify the ASC and its officers and directors, including for the cost of defense, for any claim made against the Grant Recipient arising out of its performance of this Grant agreement. This indemnification includes actions related to vehicle usage or intellectual property related to the Grant. The ASC will not defend or indemnify the Grant Recipient in connection with any claim or judgment, and the Grant Recipient specifically waives and releases the ASC against any claim or judgment, arising under these legal rules.

VII. Confidential Information

Information submitted to the ASC is subject to existing federal laws and implementing regulations. The ASC can only provide confidentiality to the extent permitted by applicable federal law, including the Freedom of Information Act.<sup>5</sup> As a United States Federal agency, the ASC is subject to external oversight and may be required to share information with the United States Congress, the Government Accountability Office, the Comptroller General of the United States, or an office of the Inspector General with authority over the ASC.

VIII. Conflict of Interest

1. Definition. A conflict of interest occurs when a Grant Recipient or a Grant Recipient employee, officer or agent has an interest in a matter which could impact their impartiality or could appear to impact their impartiality. The interest may be personal (example: a decision that impacts a member of your household), financial (example: a relationship that impacts a partner in another venture, an organization one is seeking employment with, or a business a close family member is invested in) or one that will otherwise result in a benefit to the conflicted entity (example: awarding a contract to a parent company). A conflict exists if a reasonable person would perceive one in the situation—regardless of whether or not an individual believes that they can act impartially or whether or not the conflicted party is selected.

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<sup>4</sup> The One DHHS helpdesk for PMS provides support Monday-Friday, 7am-9pm EST. The helpdesk can be reached by phone 1- 877-614-5533, press option 3 or PMSsupport@psc.gov. There is also a Self Help Web Portal available 24 hours a day, seven days a week, at <https://pms.psc.gov/support/help-desk.html>.

<sup>5</sup> The Freedom of Information Act requires U.S. Federal government agencies to produce records requested by the public unless an exemption applies to the records. (5 USC 552(b)(4))

2. *Conflict of Interest policy.* Grant Recipients should follow their ethics policies and procedures to prevent employees, consultants, and others, (including family, business, or other ties) involved in ASC Grant-supported activities, from involvement in actual or perceived conflicts of interest.
3. *Disclosure of potential conflicts to the ASC.* The Grant Recipient must disclose to the ASC any actual or perceived conflicts as soon as it is aware of the conflict as well as its proposed approach for resolving the conflict. ASC clearance must be received before the Grant Recipient may authorize the actual or perceived conflict.

IX. Payments Being Withheld

The ASC reserves the right to delay or withhold disbursements and/or freeze ASC funds held by the Grant Recipient for good cause. Reasons include, but are not limited to: the Grant Recipient fails to comply with the General Terms and Conditions of this Grant; the Grant Recipient is delinquent in a debt to the United States; the Grant Recipient exhibits poor performance; the Grant Recipient delays payments to employees or contractors; ASC determines it needs to address allegations of or an actual instance of fraud, waste, or abuse; an ASC audit results in certain material findings; or there are limitations on the availability or use of ASC funds.

X. Termination or Suspension

ASC may terminate this Grant for convenience, cause, and for the reasons or scenarios per 2 C.F.R. §200.340(a), including the provisions that an award may be terminated by the agency if an award no longer effectuates the program goals or agency priorities or, in the case of a partial termination by the recipient, if the agency determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made.

The Grant Recipient and the ASC may terminate the Grant upon thirty (30) days' written notice to the other. The termination notice must contain the reasons for the termination; the effective date; and, in the case of partial termination, the portion to be terminated. If termination is based on non-compliance, note that this termination may be considered in selection of future awards.

ASC may suspend this Grant, in whole or in part, at any time, following written notice to the Grant Recipient and prohibit the Grant Recipient from incurring additional obligations under the Grant. ASC has the right to demand that all unspent Award funds be returned to the agency within fifteen (15) days of the demand. ASC may direct that an audit be performed during the suspension of or after the termination of the Grant.

XI. ASC Staff & Agent Access

ASC staff, contractors, and agents of ASC may be expected to visit the Grant Recipient to discuss Grant activities (including, but not limited to, project results).

The Grant Recipient agrees to provide access to Grant programs, locations, equipment, and records. The Grant Recipient also agrees to facilitate access to Grant participants and staff.

XII. Recordkeeping

The Grant Recipient will establish a system for identifying and maintaining on file all records relating to this Grant (including financial records, employment agreements, supporting documents, accounting books, statistical records, records relating to the receipt of counterpart and/or third party funds, records relating to evaluation or tracking of performance toward meeting Grant objectives, and all other records). The Grant Recipient shall maintain records documenting (1) the qualifications as well as the hours worked and wages paid to any individual who performs any labor for the Grant under this agreement and (2) the selection process as well as payments made to contractors and the deliverables produced for those payments.

The Grant Recipient shall maintain these records for a period of at least three (3) years from the date of the final report or the end of the Period of Performance, whichever is later. The Grant Recipient shall make these records available in a timely manner for review, inspection, and potential audit by the ASC, its auditors, consultants and oversight entities (i.e., the United States Congress, the Government Accountability Office, the Controller General of the United States, or Inspector General investigations), upon request.

XIII. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the Period of Performance of the Grant, then the Grant Recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XIV. Reporting Subawards and Executive Compensation

The Grant Recipient must report each subaward that equals or exceeds \$30,000 in federal funds for a subaward to an entity or federal agency. The Grant Recipient must also report a subaward if a modification increases the federal funding to an amount that equals or exceeds \$30,000. The Grant Recipient must report the total compensation for each of the Grant Recipient's five most highly compensated executives for the preceding completed fiscal year, if the total federal funding authorized to date under this Grant equals or exceeds \$30,000.

The Grant Recipient is required to comply with any of the applicable requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XV. Copyright

Photos, audio or video clips, excerpts from ASC-funded publications, or any other media (hereinafter Media) of the Grant Recipient that relates to the Grant must be made available to ASC. Per in 2 C.F.R. § 200.315, the Grant Recipient will grant the ASC, its designees, assignees, successors, etc. a worldwide, royalty-free, nonexclusive, irrevocable and perpetual right to reproduce, publish, or otherwise use the Media. Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency).

XVI. Future Budget Periods

If the period of performance spans more than one budget period, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

XVII. National Policy Requirements

*General.* Per 22 C.F.R. 200.300, ASC must ensure this Grant is expended and are implemented in full accordance with the U.S. Constitution, applicable Federal statutes and regulations—including provisions protecting free speech, religious liberty, public welfare, the environment, and those prohibiting discrimination. The Grant Recipient certifies that all ASC awards will be appropriately expended in accordance with U.S. public policy requirements, including, but not limited to, those listed below. Also, please see <https://www.asc.gov/resources/governance> specifically and <https://www.asc.gov> generally concerning any ASC laws or Policy Statements that could apply to the specific subject matter of an ASC grant.

1. *Drug-Free Workplace Act of 1988*

The Grant Recipient agrees to comply with the Drug-Free Workplace Act of 1988<sup>6</sup>. The Grant Recipient agrees to comply with drug-free workplace requirements in Subpart B of 2 C.F.R. Part 182, including efforts to make a good faith effort, on a continuing basis, to maintain a drug-free workplace. This includes: (1) publishing a drug-free workplace statement and establishing a drug-free awareness program for your employees; (2) taking actions concerning employees convicted of violating drug statutes in the workplace; and (3) identifying all known workplaces under the Grant.

2. *Fly America Act*

The Grant Recipient agrees to comply with the International Air Transportation Fair Competitive Practices Act of 1974<sup>7</sup>, commonly referred to as the “Fly America Act,” if Grant funds are provided for air travel. The law and regulations require that U.S. Government financed international air travel of passengers and transportation of personal effects or property must use a U.S. Flag air carrier or be performed under a cost sharing arrangement with a U.S. carrier, if such service is

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<sup>6</sup> 41 U.S.C. §§ 8101-8106, as amended.

<sup>7</sup> 9 U.S.C. 40118. See also implementing regulations at 41 C.F.R. §§ 301-10.131 - 301-10.143.

available. If using an exception, the Grant Recipient must request exception approval in writing.

### 3. *Lobbying*

The Grant Recipient agrees to comply with the restrictions on lobbying in [31 U.S.C. 1352](#), and submit all disclosures required by that statute and regulation. None of the funds provided under the Grant may be expended by the Grant Recipient to (a) pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification; or (b) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive.

If any funds other than Grant funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress, the Grant Recipient shall inform the ASC via Standard Form (SF) LLL, “Disclosure Form to Report Lobbying,” and the Grant Recipient will complete the form in accordance with its instructions. The Grant Recipient shall require that this language be included in subgrants and contracts in connection with this Grant.

The Grant Recipient also agrees to comply with the prohibition in [18 U.S.C. 1913](#) on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.

If the Grant Recipient is a nonprofit organization as described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), it shall not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., chapter 26). If the ASC determines that the Grant Recipient has engaged in lobbying activities, the ASC will cease all payments under this Grant and any other awards and terminate the awards unilaterally for material failure to comply with the Terms and Conditions.

### 4. *Officials Not to Benefit*

The Grant Recipient agrees to comply with the requirement that no member of Congress shall be admitted to any share or part of this award, or to any benefit arising from it, in accordance with [41 U.S.C. 6306](#).

### 5. *Hatch Act*

The Grant Recipient agrees to comply with any applicable provisions of the Hatch

Act<sup>8</sup> concerning political activities of certain State and local government employees, as implemented by the Office of Personnel Management at [5 CFR part 151](#), which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

6. *Constitution Day and Citizenship Day*

The Grant Recipient agrees to comply with any applicable provisions of Constitution Day and Citizenship Day<sup>9</sup> requiring educational institutions receiving federal funds in a federal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.

7. *Environmental National Policy Requirements*

The Grant Recipient agrees to comply with any applicable Federal environmental laws and regulations, such as applicable provisions of the Clean Air Act<sup>10</sup>, the Clean Water Act<sup>11</sup>, and the Endangered Species Act of 1973<sup>12</sup>.

8. *Non-discrimination National Policy Requirements*

The ASC supports safe and respectful work environments that are free from harassment, including sexual harassment, discrimination, or other forms of inappropriate conduct that can result in a hostile work environment.

The Grant Recipient will not discriminate against any existing or potential beneficiary, participant, or staff in the implementation of this Grant, such as, but not limited to, by withholding, adversely impacting, or denying equal access to the benefits provided through this Grant on the basis of any factor not expressly stated, including, for example, race, ethnicity, color, religion, sex (including sexual orientation, and pregnancy status), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status.

The Grant Recipient agrees to comply with applicable provisions of national policies prohibiting discrimination, such as on the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964<sup>13</sup>; on the basis of sex, blindness, or visual impairment, in Title IX of the Education Amendments of 1972<sup>14</sup>; on the basis of age, in the Age Discrimination Act of 1975<sup>15</sup>; and on the basis of disability, in the Rehabilitation Act of 1973<sup>16</sup> and in Titles I, II, and

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<sup>8</sup> [5 U.S.C. §§ 1501-1508](#).

<sup>9</sup> [Public Law 108-447](#), Div. J, Title I, Sec. 111 ([36 U.S.C. 106 note](#)).

<sup>10</sup> [42 U.S.C. 7401](#), *et seq.*

<sup>11</sup> [33 U.S.C. 1251](#), *et seq.*

<sup>12</sup> [16 U.S.C. 1531](#) *et seq.*

<sup>13</sup> [42 U.S.C. 2000d](#) *et seq.*

<sup>14</sup> [20 U.S.C. 1681](#) *et seq.*

<sup>15</sup> [42 U.S.C. 6101](#) *et seq.*

<sup>16</sup> [29 U.S.C. 794](#).

III of the Americans with Disabilities Act<sup>17</sup>.

The Grant Recipient will also ensure religious liberty and will not condition subawards in a manner that would disadvantage entities based on their religious character.<sup>18</sup>

The Grant Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

Per Executive Order [14173](#) "Ending Illegal Discrimination and Restoring Merit-Based Opportunity", the Grant Recipient certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

*9. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment<sup>19</sup>*

The Grant Recipient may not use ASC funds to obtain or to enter into, renew, or extend a contract to obtain equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system, or as critical technology as part of any system.

*10. Prohibition on Terrorist Financing*

The Grant Recipient must comply with Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", and applicable statutory prohibitions on transactions with individuals and organizations associated with terrorism. The Grant Recipient will ensure that it will not make any contribution of funds to or for the benefit of entities or persons named on the OFAC-controlled (U.S. Treasury Department, Office of Foreign Assets Control) master list of Specially Designated Nationals & Blocked Persons.<sup>20</sup>

XVIII. Combating Trafficking in Persons

The Grant Recipient must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000 (TVPA).<sup>21</sup>

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<sup>17</sup> Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

<sup>18</sup> E.O. 13798 "Promoting Free Speech and Religious Liberty."

<sup>19</sup> 2 CFR 200.216 which implements Public Law 115-232 Section 889.

<sup>20</sup> The OFAC master list may be found at <https://sanctionslist.ofac.treas.gov/Home/SdnList>

<sup>21</sup> Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15.

### 1. Provisions applicable to a recipient that is a private entity

Under this award, the Grant Recipient, its employees<sup>22</sup>, subrecipients under this award, and subrecipient's employees must not engage in: (i) Severe forms of trafficking in persons; (ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect; (iii) The use of forced labor in the performance of this award or any subaward; or (iv) Acts that directly support or advance trafficking in persons<sup>23</sup>, including the following acts:

- (A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
- (B) 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 Federal department or agency providing or entering into the grant or cooperative agreement; 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;
- (C) 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;
- (D) Charging recruited employees a placement or recruitment fee; or
- (E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

The Federal agency may unilaterally terminate this Grant or take any remedial actions authorized by [22 U.S.C. 7104b\(c\)](#), without penalty, if any private entity under this award: (i) Is determined to have violated a prohibition in paragraph (1) of this clause or (ii) Has an employee that is determined to have violated a prohibition in paragraph (1) of this this clause through conduct that is either:

- (A) Associated with the performance under this award; or
- (B) Imputed to the Grant Recipient 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 Government-wide Debarment and Suspension (Nonprocurement)".

### 2. Provisions applicable to a recipient other than a private entity<sup>24</sup>

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<sup>22</sup> For the purposes of this clause, "employee" means either: i. an individual employed by the Grant Recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or ii. another person engaged in the performance of the project or program under this Grant and not compensated by the Grant 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 or matching requirements.

<sup>23</sup> The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended ([22 U.S.C. 7102](#)).

<sup>24</sup> "Private Entity" means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local

ASC may unilaterally terminate this Grant or take any remedial actions authorized by [22 U.S.C. 7104b\(c\)](#), without penalty, if a subrecipient that is a private entity under this award: (i) Is determined to have violated a prohibition in paragraph (1) of this clause; or (ii) Has an employee that is determined to have violated a prohibition in paragraph (1) of this clause through conduct that is either: (A) Associated with the performance under this award; or (B) 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 Government-wide Debarment and Suspension (Nonprocurement)”.

3. Provisions applicable to any recipient

The Grant Recipient must inform the ASC and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1) of this clause.

The Federal agency's right to unilaterally terminate this Grant as described in this clause: (i) Implements the requirements of 22 U.S.C. 78, and (ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

The Grant Recipient must include the requirements of this award term in any subaward it makes to a private entity.

If applicable, the Grant Recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

XIX. Reporting Fraud, Waste, Abuse, and Mismanagement

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800- HHS-TIPS [1-800-447-8477]; TTY: 1-800-377-4950) and website<sup>25</sup> for receiving information concerning fraud, waste, abuse, and mismanagement.

Additionally, information may be submitted by mail to:  
Office of the Inspector General Department of Health and Human Services  
Attn: HOTLINE 330  
Independence Ave., SW  
Washington DC 20201

Such reports are treated as sensitive material. You can decline to give your name if you choose to remain anonymous.

XX. Whistleblower Protections

Per 41 U.S.C. 4712, an employee of the Grant Recipient or any subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing", which is defined as disclosing to a person or body that the

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governments, or states as defined in [2 CFR 200.1](#).

<sup>25</sup> <https://oig.hhs.gov/fraud/report-fraud/>

employee reasonably believes is evidence of: i. gross mismanagement of a Federal contract or grant; ii. a gross waste of Federal funds; iii. an abuse of authority relating to a Federal contract or grant; iv. a substantial and specific danger to public health or safety; or, v. a violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify for these protections, the disclosure must be made to:

- a. A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- b. The OIG who oversees the ASC;
- c. The U.S. Government Accountability Office;
- d. An ASC employee responsible for contract or grant oversight or management;
- e. A U.S. court or grand jury; or,
- f. A management official or other employee of the Grant Recipient who has the responsibility to investigate, discover, or address misconduct.

Furthermore, the Grant Recipient may not require its employees, contractors, or subrecipients to comply with an agreement that prohibits or restricts them from reporting waste, fraud, or abuse to an appropriate authority. Whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

## XXI. Suspension and Debarment

The U.S. Government maintains a system of suspension and debarment, where entities that are excluded or disqualified from entering into a transaction with the U.S. Government are centrally listed. The exclusion list is located at SAM.gov<sup>26</sup> and contains all individuals and entities that the U.S. Government has suspended or debarred based on a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds as well as entities that have been disqualified based on statute, executive order, or other legal authority.

In accordance with Executive Order 12549 and Executive Order 12689, the Grant Recipient certifies that it and its principals<sup>27</sup> are not presently excluded from doing business with the U.S. Government and (ii) that it will notify ASC immediately if it is no longer able to make that certification at any time during this Grant.

<sup>26</sup> <https://sam.gov/search/>

<sup>27</sup> Principal means (1) an officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or (2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who: (i) is in a position to handle Federal funds; (ii) is in a position to influence or control the use of those funds; or, (iii) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.