

**INDEFINITE QUANTITY SUBCONTRACT
(IQS)**
between**СУБКОНТРАКТ БЕЗ ВИЗНАЧЕНОГО
ОБСЯГУ ПОСЛУГ (СБВОП)****CHEMONICS INTERNATIONAL INC.**
and**КІМОНІКС ІНТЕРНЕТІВНІ ІНК.****Name of subcontractor****Назва субпідрядника**

Address of subcontractor

hereinafter referred to as **Subcontractor**,
for

«Субпідрядник»,

**USAID UKRAINE CONFIDENCE
BUILDING INITIATIVE II (UCBI II)
PROJECT****ПРОЕКТУ USAID
ЗМІЩЕННЯ ГРОМАДСЬКОЇ ДОВІРИ
(UCBI II)****PRIME CONTRACT****КОНТРАКТ USAID****No. AID-OAA-I-14-00006,****№ AID-OAA-I-14-00006,****TASK ORDER No. AID-OAA-TO-17-00009****ЗАВДАННЯ № AID-OAA-TO-17-00009****Subcontract number:** UCBI II-001**Номер Субконтракту:** UCBI II-001**Start Date:** October XX, 2017**Дата початку:** XX 2017 .**End Date:** XX, 2018**Дата закінчення:** XX 2018 .**IQS ceiling (maximum aggregate value of all
sub-task orders awarded):**
not to exceed UAH XXX (XXX hryvnas 00
kopecks)**Граничний розмір СБВОП (максимальна
загальна вартість всіх наданих
субзамовлень):**
XXX . (XXX 00
)**ISSUED BY:**Chemonics International Inc./ Ukraine
Confidence Building Initiative II (UCBI II)
project**УКЛАДЕНО:**./
« _____ » (UCBI II)Accreditation Certificate of an implementer of an international technical assistance project #78 issued by the Ministry of Economic Development and Trade of Ukraine (MOEDT), Registration Card of a project, procurement of equipment and services are made within, #3627 dated June 27, 2017, issued by the Ministry of Economic Development and Trade of Ukraine (MOEDT),
8 Khreshchatyk Street, 5th floor,
01001 Kyiv, Ukraine,
Chief of Party - Authorized Representative,
Michael Stievater78
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01001 . ,
6 ,**ISSUED TO:****Name of subcontractor****УКЛАДЕНО З:****Назва субпідрядника**

Address of subcontractor

Tax ID Number: XXX

Subcontractor DUNS Number: XXX

XXX
DUNS : XXX

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The Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for consideration stated herein.

The rights and obligations of the parties to this indefinite quantity subcontract (IQS) and any sub-task orders (STO) issued hereunder shall be subject to and governed by the following documents: (a) this Subcontract; (b) such provisions and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.).

For

Chemonics International Inc./

Ukraine Confidence Building Initiative II
(UCBI II)/ « »
(UCBI)

By:

Michael Stievater/

/ Chief of Party

Date Signed: XX October 2017/
: XX 2017 .

Place Signed: XXX, Ukraine/
: . XXX,

Chemonics is an Equal Opportunity Employer and we do not discriminate on the basis of race, color, sex, national origin, religion, age, equal pay, disability and genetic information.

For

Name of subcontractor

By:

Name/

Director/

Date Signed: XX October 2017 /
: XX 2017 .

Place Signed: XXX, Ukraine /
: . XXX,

РОЗДІЛ А. ПЕРЕДУМОВИ, ТЕХНІЧНЕ ЗАВДАННЯ, РЕЗУЛЬТАТИ

A.1. ПЕРЕДУМОВИ

«Зміцнення громадської довіри» (UCBI II).

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(UCBI II) USAID,
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A.2. ТЕХНІЧНЕ ЗАВДАННЯ

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- 1) здійснення моніторингу та оцінки грантових програм, що реалізуються партнерами UCBI II, а також експрес-опитувань щодо громадського сприйняття

UCBI II and its partners work (government controlled areas of Donetsk and Luhansk, and eventually Kharkiv, Dnipro, Zaporizhzhia and/ or Ukraine-wide);

ключових питань у сферах, в яких працюють UCBI II та його партнери (території Донецької та Луганської областей, що контролюються Урядом України, а в окремих випадках – у Харкові, Дніпрі, Запоріжжі та/ чи на всій території України);

2) to conduct cluster evaluation.

For purposes of monitoring and evaluation of grant programs [LOT1], UCBI II anticipates issuing STOs in waves containing combination of tasks and elements of selected tools/ methods described below of approximately **1-2 months** in duration. All written reports and deliverables will be submitted **in English, Ukrainian and/ or Russian languages**, except those that should be submitted in an original language as indicated below.

2) проведення кластерної оцінки.

[LOT1], UCBI II
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англійською, українською та/ чи російською мовами,

For purposes of cluster evaluation [LOT2], UCBI II anticipates issuing a detailed Scope of Work (SOW), containing description of program objectives and anticipated outcomes, and list of evaluation questions, of approximately 1-2 months in total duration. All written reports and deliverables will be submitted in English, Ukrainian and/ or Russian languages. UCBI II anticipates that a cluster evaluation will be conducted 2-3 times during a year and the order can be executed either by a single subcontractor or by different subcontractors depending on the cluster's subject.

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1. Data Collection Capabilities

The Subcontractor will be required to provide a variety of data collection capabilities to support specific requests from UCBI II. These capabilities may be used separately or in conjunction on specific projects based on the most appropriate methods for the particular research objectives. In all cases the Subcontractor will submit the data collection tool(s) to Chemonics/ UCBI II for review/ approval prior to deploying them. All the data collection methods will include an associated *Significant Findings Report* (as detailed below). These reports will highlight significant findings from an individual interview study, a series of ongoing activity monitoring/ site visits, a focus group study, or a public opinion survey (CATI, face-to-face, online), and/ or cluster evaluation. **These reports can be in briefing format (slides)**

1. Засоби збору даних

UCBI II.

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/ UCBI II /

Звіт про істотні результати дослідження ().

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in either power point or PDF format or Word as jointly determined between the Subcontractor and Chemonics/ UCBI II.

(CATI, , -). Ці звіти можуть подаватися у формі брифінгу (слайдів) у форматі power point чи PDF чи Word згідно спільного рішення Субпідрядника та Кімонікс/ UCBI II.

Research Capabilities Geographically, the Subcontractor will be required to implement data collection and evaluation utilizing the methods described below in the following regions: primarily in government controlled areas of Donetsk and Luhansk, and eventually - in other regions of Ukraine.

Засоби дослідження

Activities monitoring and evaluation [LOT1]

Діяльність з моніторингу та оцінки [LOT1]

1. In-depth interviews with participants and beneficiaries of UCBI II activities. Though needs may vary from one-sub task order (STO) to the next, it is anticipated that UCBI II will require 30-50 interviews (most likely a combination of telephone and face-to-face) per STO across all target oblasts depending on program/ activity needs. UCBI II will provide a set of questions and background materials and provide contact information for either its partner organization or contact information for specific beneficiaries who have participated in past UCBI activities. In some cases, it will be interviews with citizens, who are not direct beneficiaries of UCBI II activities, but who can provide key opinions and/ or feedback regarding implemented activities. In such cases, interviewees should be selected randomly basing on screening criteria developed by the subcontractor and approved by Chemonics/ UCBI II. Each interview will contain up to 10-15 questions as prescribed by the STO. This deliverable will include a questionnaire, a sampling/ recruitment methodology, and a report on significant findings and illustrative quotes from the interactions. All deliverables should be submitted in working languages referenced above.

1. Глибинні інтерв'ю з учасниками та бенефіціарами діяльності UCBI II.

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2. Monitoring of ongoing UCBI II activities. The Subcontractor will be expected to discreetly conduct site/ event visits such as trainings, press conferences or public events, recording key

2. Моніторинг поточної діяльності UCBI II.

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details and conducting interviews with a limited number of people as guided by UCBI II. UCBI II expects that a single (1) monitor would be sufficient for each event and that between 5-15 site visits will be expected per STO. This deliverable will include a questionnaire and a report summarizing the significant findings containing photographs and illustrative quotes from the interactions as well as copies of monitor's notes.

3. Monitoring visits combined with in-depth key informant interviews. The Subcontractor will be expected to discreetly conduct monitoring visits to observe and collect evidence of activities implementation recording key details and conducting in-depth key informant interviews with a limited number of people as guided by UCBI II. Such visits will be needed in case of activities that does not assume any program-related events, but an impact of the activity on the target group(s) and/ or communities should be evaluated anyway. Examples of such activities can be equipping of ASC or other departments, which deliver state services to the citizens, renovation of damaged buildings or premises, etc. UCBI II expects that a single (1) monitor would be sufficient for each visit and that up to 5 site visits will be expected per STO. This deliverable will include a questionnaire, a sampling/ recruitment methodology as well as a report summarizing the significant findings containing photographs and illustrative quotes from the interactions as well as copies of monitor's notes.

4. Focus groups discussions of key stakeholders. UCBI II will expect the Subcontractor to conduct 4-5 focus group discussions (FGD) in its areas of operation referenced above consisting of between 5-10 individuals per FGD on key issues identified by UCBI II. Examples could include perceptions of job seekers on the labor market, perceptions of displaced persons on humanitarian assistance, or perceptions of students on civic engagement issues, perceptions of local activist or general public regarding changes in their communities. UCBI II will provide detailed instructions on the groups and topics to be researched in each STO.

3. Моніторингові візити, що поєднані з глибинними інтерв'ю з основними інформантами.

II. UCBI

4. Фокус-групові дискусії за участю ключових зацікавлених сторін. UCBI II

Required deliverables for each STO include, a Focus Group significant findings report (SFR), a focus group guide, a sampling/ recruitment methodology, and transcripts of all discussions in original language and video or audio records.

. UCBI II

5. Public Opinion Surveys on key issues. The Subcontractor is required to be able to implement public opinion surveys based on representative (statistically significant) samples based on a set of questions developed in consultations with UCBI II. These questions and themes could include perceptions of security, the economy or of government reform efforts. Geographically, the Subcontractor will be required to collect data across all areas referenced above. These surveys may be conducted face-to-face or telephonically, based on a joint decision between subcontractor and UCBI II. For each survey study, the Subcontractor shall provide a final dataset (preferably in SPSS and Excel) to Chemonics/ UCBI II along with a report summarizing the most significant findings. Survey deliverables will include a questionnaire, a sampling methodology, and a clean and verified dataset in SPSS and Excel.

5. Опитування громадської думки з ключових питань.

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Excel.

Exact target areas for surveys will be determined during implementation and specified under each STO, but surveys will fall within Government of Ukraine-controlled areas referenced above. The number of surveys will be determined on a STO basis according to UCBI II project needs.

6. Online surveys among beneficiaries. The Subcontractor will be required to conduct an online survey among UCBI II partners or/ and beneficiaries, key target groups, utilizing SurveyMonkey or any other available/ appropriate tool. Online survey deliverables will include a questionnaire, a sampling methodology, a data set in an appropriate format and a key findings report. The questionnaires are expected to be up to 20 questions in total. The Subcontractor is expected to conduct up to 5 online surveys per STO.

6. Он-лайн опитування бенефіціарів.

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SurveyMonkey ()
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Anticipated Approach: UCBI II anticipates that the selected partner(s) will work closely with local research firms or organizations to conduct the interviews, focus groups and surveys. While organizations or firms based in the regions are expected to conduct the research, the Subcontractor will be responsible for working with UCBI II to develop a methodology that can be applied across the regions, ensure consistency and quality of research and conduct analysis, acting as a third party filter, of the data collected by the local firms.

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Cluster analysis [LOT2]

Кластерний аналіз [LOT2]

The Subcontractor will be required to conduct an evaluation 1 ó 3 clusters, which are of 10-15 activities each grouped by their objectives/themes/ sectors and/ or geographical areas. It will be a qualitative analysis on the cumulative effect those activities have had on a specific outcome or a set of assumptions. The evaluation may include:

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1) desk research (up to 5 days) including baseline analysis for certain issues;

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2) field work (up to 7-10 days) including trips to UCBI II target cities and interviews/ FGDs with partners, beneficiaries, and other key groups' representatives (up to 50-60 persons in total) and, if applicable, online survey among identified groups;

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3) reporting (up to 5 days);

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4) briefing for UCBI II and OTI.

4) UCBI II OTI.

The specific Scope of Work will be provided by UCBI II when the service required.

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The grouping of activities will correspond with UCBI II Program Objectives, which are as follows:

UCBI II, :

- to expand a constituency for reform based on tolerance and democratic values;
- to increase citizen confidence and engagement in the reform process at the local level;
- to decrease vulnerability to external manipulation and information.

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Required deliverables will include a description of proposed methodology (inception report), questionnaires for key informant interviews/ online survey and/ or guides for focus groups

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discussions, an evaluation report. Questionnaires and guides should be submitted in all working languages referenced above. Other deliverables should be in English.

UCBI II expects that a single (1) researcher would be sufficient for each cluster evaluation. To organize logistics of cluster evaluation researcher may engage a single (1) assistant.

Within proposed time frame UCBI II may request 2-3 rounds of cluster evaluation.

2. Optional/alternative Reporting Types

The Subcontractor shall provide the capabilities to conduct robust qualitative and quantitative analysis, including advanced statistical methods, and produce high-quality, well-designed, concise and effective reports under a variety of formats depending on the research request and intended audience. Optional reporting types can draw upon one or more data collection module and associated significant findings report.

a. Sample Report Types

i. *Research Report (RR)* ó A research report is a narrative text document which provides a summary of significant findings from a specific requests for research (RFR). A single RR may contain data and analysis based on several different data collection capabilities, for example, a focus group study in coordination with a public opinion survey. These reports will likely be in the 10-20 page range and should conform to academic standards regarding citation.

ii. *Concise Report* ó A concise report will be a 1-2 page report meant to convey focused research findings to specific audiences. In some cases, these reports will be tailored to USG audiences. Others will be designed to be shared with local partners, highlight significant finding that impact their work and outreach. Such concise reports may

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2. Додаткові/ альтернативні види звітування

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also need to be translated in Ukrainian and Russian.

iii. *Briefing* ó The Subcontractor will be required to package a variety of research findings into slide briefings tailored to specific audiences, events, and topics. These may also require translation into Ukrainian and Russian.

iv. *Event/ Roundtable* ó Presentation through remote or on-site delivery to stakeholders and partners of UCBI II.

iii. *Брифінг* ó

iv. *Презентація/ Круглий стіл* ó

UCBI II

A.3. DELIVERABLES

This is an indefinite quantity type subcontract with sub-task orders issued hereunder priced on a firm fixed price basis. The deliverables will be included in each task order.

The following is the menu of data collection and evaluation, and associated reporting deliverables that will be prescribed and executed according to the scope and schedule stipulated in the STOs and SOWs. All written deliverables will be provided in the working languages: English, Ukrainian and/ or Russian.

1. *In-depth interviews of participants and beneficiaries of UCBI II activities:* This deliverable will include a questionnaire, a sampling/ recruitment methodology, and a report on significant findings and illustrative quotes from the interactions.

2. *Monitoring of ongoing UCBI II activities.* This deliverable will include a questionnaire and a report summarizing the significant findings containing photographs and illustrative quotes from the interactions as well as copies of monitor's notes.

3. *Monitoring visits combined with key informant interviews.* This deliverable will include a questionnaire, a sampling/ recruitment methodology as well as a report summarizing the significant findings containing photographs and illustrative quotes from the interactions as well as copies of monitor's notes.

A.3. РЕЗУЛЬТАТИ

1. *Глибинні інтерв'ю з учасниками та бенефіціарами діяльності UCBI II:*

2. *Моніторингові візити (виїзди на місце).*

3. *Моніторингові візити в поєднанні з глибинними інтерв'ю з основними інформантами.*

4. *Focus Group Discussion:* This deliverable will include a report summarizing the significant findings, a focus group guide, a sampling/recruitment methodology, and transcripts in the original language and video or audio records.

4. *Фокус-групові дискусії:*

5. *Public Opinion Surveys on key issues:* This deliverable will include a questionnaire, a sampling methodology, a clean and verified dataset in SPSS and Excel, and report of significant findings in both graphic and narrative form.

5. *Опитування громадської думки з ключових питань:*

SPSS Excel,

6. *Online surveys among beneficiaries.* Online survey deliverables will include a questionnaire in the working languages referenced above, a sampling methodology, a data set in an appropriate format and a report.

6. *Он-лайн опитування бенефіціарів.*

7. *Cluster Evaluation.* Required deliverables will include a description of proposed methodology (inception report), questionnaires for key informant interviews/ online survey and/ or guides for focus groups discussions, an evaluation report(s).

7. *Кластерна оцінка.*

The following is the menu of the optional/ alternative reporting deliverables:

Нижче наведено перелік додаткових/ альтернативних звітних результатів:

1. Research Report ó A Research Report is a document which provides a summary of significant findings from a specific RFR.

1. ó

2. Concise Report ó A concise report will generally be between 1-2 pages and will highlight specific research findings from ongoing research and will be tailored to specific audiences.

2. ó 1-2 ; ;

3. Briefing ó A briefing will summarize a variety of research findings tailored to specific audiences, events and topics.

3. ó

4. Presentations/ Roundtables ó The Subcontractor will be required to present research findings at periodic presentations and roundtables. Audiences will include USAID/ OTI, other USG, Chemonics, international organizations and UCBI II grantees and partners.

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А.3.1. Графік досягнення результатів

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РОЗДІЛ В. ТИП СУБКОНТРАКТУ ТА СУБЗАМОВЛЕНЬ

В.1 ТИП СУБКОНТРАКТУ

проекту USAID
«Зміцнення громадської довіри» (UCBI II)
/ USAID.

b) Delivery or performance shall be made only as authorized by sub-task orders issued in accordance with the Ordering Procedures in Section C.3. The Subcontractor shall furnish to Chemonics, when and if ordered, the supplies or services specified in the SOW of this subcontract up to and including the quantity designated in this subcontract as the Maximum Subcontract Ceiling.

c) Except for any limitations on quantities in the sub-task order Limitations clause, there is no limit on the number of sub-task orders that may be issued.

B.2 SUB-TASK ORDER PRICES

Sub-task orders will contain the following: (1) a firm fixed price for the services to be provided; (2) a schedule of deliverables to be provided; and (3) a schedule of payments that the Subcontractor will receive upon receipt and acceptance by the UCBI II/ USAID/ OTI representative or as specified in each sub-task order for a single or group of deliverables.

Sub-task orders to be completed based on negotiated proposal: the following price list represents the rates to be utilized for services requested under RFTOP hereunder. Prices are not to exceed the rates set forth below.

B.2 ЦІНИ СУБЗАМОВЛЕННЯ

Sub-task orders will contain the following: (1) a firm fixed price for the services to be provided; (2) a schedule of deliverables to be provided; and (3) a schedule of payments that the Subcontractor will receive upon receipt and acceptance by the UCBI II/ USAID/ OTI representative or as specified in each sub-task order for a single or group of deliverables.

Price list for Outcome Evaluations and Perceptions Surveys/ Прайс-лист щодо оцінки результатів та дослідження думки

No	Description	Frequency	Unit	Cost per unit in UAH (not including VAT)	Total in UAH (not including VAT)
1	In-depth interviews with participants/ beneficiaries of UCBI II activities (incl. set-up, tools design, fieldwork, data processing, transcripts preparation, analysis, and reporting)				
1.1.	Telephone interviews				
1.1.1.	XX telephone in-depth interviews up to XX minutes				
1.1.2.	XX telephone in-depth interviews up to XX minutes				
1.1.3.	XX telephone in-depth interviews up to XX minutes				
1.2.	Face-to-face interviews				
1.2.1.					
1.2.2.	- in oblast city center				
1.2.3.					
1.2.4.					
1.2.5.	- within XX km from oblast city center				
1.2.6.					
1.2.7.					
1.2.8.	- more than XX km away from oblast city center				
1.2.9.					
1.3.	Translation services				
1.3.1.	Translation of tools and report				
1.3.1.1.	Translation of tools and report for XX interviews				
1.3.1.2.	Translation of tools and report for XX interviews				
1.3.1.3.	Translation of tools and report for XX interviews				
1.3.2.	Translation of transcripts				
1.3.2.1.	Translation of XX transcripts				
1.3.2.2.	Translation of XX transcripts				
1.3.2.3.	Translation of XX transcripts				
1.3.3.	Translation of quotes database for 1 interview				
2	Monitoring of ongoing activities (incl. set-up, tools design, fieldwork, data processing, transcripts preparation, data analysis, and reporting)				
2.1.	XX discrete visits, 1 interview up to XX min per visit / per visit				

2.2.	XX discrete visits, 1 group-interview up to XX min / per visit				
2.3.	XX discrete visits, 1 interview up to XX min per visit / per visit				
2.4.	XX discrete visits, 1 group-interview up to XX min / per visit				
2.5.	Translation of tools and report				
2.5.1.	translation of tools and report for XX visits				
2.5.2.	translation of tools and report for XX visits				
2.5.3.	Translation of transcripts				
2.5.3.1.	Translation of XX transcripts for XX-min interviews				
2.5.3.2.	Translation of XX transcripts for XX-min interviews				
2.5.3.3.	Translation of XX transcripts for XX-min group interviews				
2.5.3.4.	Translation of XX transcripts for XX-min group interviews				
3	Focus Group Discussions (incl. set-up, tools design, recruitment of participants, moderator's work, preparation of deliverables - video, transcripts in the original language and reporting)				
3.1.	Focus Group Discussions <i>with beneficiaries of UCBI II activities</i> (list of contacts is provided by UCBI II)				
3.1.1.					
3.1.2.	- in oblast city center				
3.1.3.					
3.1.4.					
3.1.5.	- within XX km from oblast city center				
3.1.6.					
3.1.7.					
3.1.8.	- more than XX km away from oblast city center				
3.1.9.					
3.2.	Focus Group Discussions <i>with city activists or other experts</i> (recruited by the Subcontractor, no contacts provided)				
3.2.1.					
3.2.2.	- in oblast city center				
3.2.3.					
3.2.4.					
3.2.5.	- within XX km from oblast city center				
3.2.6.					
3.2.7.					
3.2.8.	- more than XX km away from oblast city center				
3.2.9.					
3.3.	Focus Group Discussions <i>with general public</i> (some socio-demographic and other specifications can be agreed with UCBI II - i.e. youth, voters, etc.)				
3.3.1.					
3.3.2.	- in oblast city center				
3.3.3.					
3.3.4.					
3.3.5.	- within XX km from oblast city center				
3.3.6.					
3.3.7.					
3.3.8.	- more than XX km away from oblast city center				
3.3.9.					
3.4.	Translation services for FGDs				
3.4.1.	Translation of tools and report				
3.4.1.1.	translation of tools and report on 1 FGD				
3.4.1.2.	translation of tools and report on XX FGDs				
3.4.1.3.	translation of tools and report on XX FGDs				
3.4.2.	Translation of transcripts				
3.4.2.1.	translation of transcripts on 1 FGD				
3.4.2.2.	translation of transcripts on XX FGDs				
3.4.2.3.	translation of transcripts on XX FGDs				
3.4.3.	Translation of topline*				
3.4.3.1.	translation of topline on 1 FGD				
3.4.3.2.	translation of topline on XX FGDs				
3.4.3.3.	translation of topline on XX FGDs				
4	Population surveys of key issues (incl. set-up, tools design, programming of the questionnaire, data collection, fieldwork supervision, data processing, analysis and reporting) interviews expected to last XX minutes in duration.				
4.1.	XX - personal interviews using XX				
4.1.1.	XX CATI in cities with XX thsd residents				
4.1.2.	XX CATI in cities with XX+ thsd residents				
4.1.3.	XX CATI in cities with XX thsd residents				
4.1.4.	XX CATI in cities with XX+ thsd residents				
4.2.	XX - telephone interviews via XX				
4.2.1.	XX CATI in cities with XX thsd residents				
4.2.2.	XX CATI in cities with XX+ thsd residents				
4.2.3.	XX CATI in cities with XX thsd residents				
4.2.4.	XX CATI in cities with XX+ thsd residents				
4.3.	Translation of tools and report for population survey (XX or XX)				
5	XX minute CATI survey				
5.1.1.	XX interviews in XX settlements				
5.1.2.	XX interviews in XX settlements (accelerated timeline)				
6	Survey on social networks of activists (social network analysis) includes network questionnaire design, conducting of half-structured in-depth interview (around XX min long), "quotes" database preparation, coding/visualizing and analysis of activist's network, preparation of the analytical report and summary. * If more than XX interviews are to be conducted per wave, the price per interview (cost per unit) might be decreased.				
6.1.1.	%Network+interview in oblast city center				
6.1.2.	%Network+interview in oblast, up to XX km to oblast city center				
6.1.3.	%Network+interview in oblast, more than XX km to oblast city center				
7	Analysis of the social media publics includes the content-analysis of three "groups" or "pages" of particular settlement (in Facebook, youtube, etc)/ defined for specific topic or key word, collecting of the quotes database in Excel, coding of quotes and preparation of the quantitative and/or qualitative analytical report (up to XX pages long) with quotes and figures				
7.1.1.	One-time content-analysis for XX settlement OR using XX key-word/ topic, covering XX resources				
7.1.2.	One-time content-analysis for XX settlement OR using XX key-word/ topic, covering XX resources				
8	Preparation of briefing report and presentation/ roundtable				

* In order to optimize the cost, it is suggested not to translate full transcripts, but to translate topline (XX-XX pages long), which are brief (XX-XX pages) outlines of the transcript contents

B.3 MAXIMUM CONTRACT CEILING

Maximum Ordering Limitation. This Subcontract includes a ceiling price in the amount of UAH **XXX**. All sub-task orders issued under this Subcontract shall not exceed the Subcontract total ceiling amount and the Subcontractor shall not be paid any amount in excess of the Subcontract's ceiling price without advance, written approval of Chemonics.

B.3 МАКСИМАЛЬНА МЕЖА КОНТРАКТУ

XXX грн.

SECTION C. ORDERING PROCEDURES**C.1. ORDERING - GENERAL**

a) Any supplies and services to be furnished under this indefinite quantity subcontract shall be ordered by issuance of fixed price sub-task orders by Chemonics. Such sub-task orders may be issued from the effective date of this indefinite quantity subcontract through its expiration.

b) All sub-task orders are subject to the terms and conditions, including clauses incorporated by reference, of this indefinite quantity subcontract. In the event of conflict between terms and conditions of a sub-task order and of this Subcontract, the terms and conditions of this Subcontract shall control.

c) Sub-task orders must be issued through written communication by the Chemonics' UCBI II COP, Mr. Michael Stievater, or his designee.

d) Sub-task orders are subject to any terms, conditions, and/ or limitations which may be imposed by Chemonics or USAID. Any sub-task orders that are modified to allow for a period of performance that exceeds the estimated completion date of the IQS shall retain any and all appropriate subcontract terms and conditions, including revisions to FAR and AIDAR clauses that are effective after the estimated completion date but are within the authorized period of performance in the sub-task order. The indefinite quantity subcontract period is not extended unless by formal modification and new sub-task orders shall not be issued after the basic subcontract estimated

РОЗДІЛ С. ПРОЦЕДУРИ ЗАМОВЛЕННЯ**C.1. ЗАМОВЛЕННЯ – ЗАГАЛЬНІ ПОЛОЖЕННЯ**

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c) a
UCBI II , a

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/ USAID.
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completion date, as modified. Only the Chemonicsø UCBI II COP, Mr. Michael Stievater, or his designee may modify the indefinite quantity subcontract.

UCBI II

C.2. CONTENTS OF FIXED PRICE SUB-TASK ORDERS

Each sub-task order shall specify at a minimum:

- | | | |
|---|----|---|
| a) Sub-task order number; | a) | : |
| b) The effective date and a completion date of the sub-task order; | b) | ; |
| c) Scope of work; | c) | ; |
| d) Reports and other deliverables; | d) | ; |
| e) Schedule of deliverables; | e) | ; |
| f) The firm-fixed-price of the sub-task order; | f) | ; |
| g) Schedule and method of payments; | g) | ; |
| h) Place of performance; | h) | ; |
| i) Any sub-task order-specific performance standards; | i) | - |
| j) Any sub-task order specific requirements and relevant information; and | j) | - |
| k) Technical and management direction. | k) | . |

C.3. ORDERING PROCEDURE

As the need for the Subcontractorø services and expertise arise in the course of the project, the designated UCBI II representative will draft **SUB-TASK ORDER** containing a scope of work and expected deliverables. Both parties will negotiate a fixed price sub-task order. The sub-task order will be issued by Chemonics and it will contain the information outlined in section C.2 above.

C.3. ПРОЦЕДУРА ЗАМОВЛЕННЯ

СУБЗАМОВЛЕННЯ,

C.4. PERFORMANCE OF SUB-TASK ORDERS

- a) Upon award of a fixed price sub-task order, the Subcontractor shall commence the work.
- b) After a fixed price sub-task order is issued, neither Chemonics nor the Subcontractor may alter it without a formal bilateral modification to the sub-task order.
- c) Under no circumstance shall any adjustments authorize the Subcontractor to be paid any sum in

C.4. ВИКОНАННЯ СУБЗАМОВЛЕНЬ

excess of the sub-task order fixed price.

d) The Subcontractor is not authorized to delegate or assign (subcontract) full or partial performance of a sub-task order to another organization without the express consent of Chemonics contracts department.

C.5. ORDERING LIMITATIONS

All sub-task order statements of work and performance periods shall be within the scope of work and effective period of this indefinite quantity subcontract.

C.6. CHANGES, TERMINATION AND STOP WORK

Chemonics may order changes in the scope of work above pursuant to the Federal Acquisition Regulation (FAR) Clause 52.243-1 (Alt.III), Changesô Fixed Price, which is incorporated by reference in Section AA herein.

Chemonics reserves the unilateral right to terminate this fixed price subcontract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with FAR Clause 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) which is incorporated by reference in Section AA herein.

Chemonics may order the Subcontractor to stop work under any task order issued hereunder pursuant to the Stop Work Order Clause incorporated by reference in Section AA herein.

SECTION D. REPORTING AND TECHNICAL DIRECTION

(a) Only Chemonicsø UCBI II COP, Mr. Michael Stievater, has authority on behalf of Chemonics to make changes to this Subcontract. All modifications must be identified as such in writing and executed by the parties.

d) ()

C.5. ОБМЕЖЕННЯ ЩОДО ЗАМОВЛЕННЯ

C.6. ЗМІНИ, ПРИПИНЕННЯ ТА ЗУПИНКА РОБІТ

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РОЗДІЛ D. ВКАЗІВКИ ЩОДО ЗВІТНОСТІ ТА ТЕХНІЧНЕ КЕРІВНИЦТВО

(a) UCBI II

(b) The Subcontractor shall render the services and produce the deliverables stipulated in each sub-task order, under the general technical direction of the Chemonicsø UCBI II COP, Mr. Michael Stievater, or his/ her designee as indicated in each task order. The Chemonicsø UCBI II COP, Mr. Michael Stievater, or his/ her designee will be responsible for monitoring the Subcontractor's performance under this Subcontract and may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Subcontractor's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Subcontract and shall not be the basis for equitable adjustment. The Chemonicsø UCBI II COP, Mr. Michael Stievater, or his/ her designee, unless otherwise specified in a sub-task order has authority to request, inspect, and accept all services, reports, and required deliverables or outputs.

(b)

(c) Except as otherwise provided herein, all notices to be furnished by Subcontractor shall be in writing and sent to Chemonicsø UCBI II COP, Mr. Michael Stievater, or other authorized project staff member.

(c)

SECTION E. PERIOD OF PERFORMANCE

The effective date of this Subcontract is **October XX, 2017**, and the completion date is **XX, 2018**. The Subcontractor shall deliver the deliverables set forth in each sub-task order to **Chemonics' UCBI II COP, Mr. Michael Stievater** in accordance with the sub-task order schedule.

In the event that the Subcontractor fails to make progress so as to endanger performance of this indefinite quantity subcontract and any task order, or is unable to fulfill the terms of this indefinite quantity subcontract and/ or any task order by the completion date, the Subcontractor shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of this indefinite quantity subcontract upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service).

SECTION E. ПЕРІОД ВИКОНАННЯ РОБІТ

XX жовтня 2017 р.,
2018 р.

XX

керівнику проекту UCBI II компанії Кімонікс, пану Майклу Стівейтеру,

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SECTION F. INVOICING AND PAYMENT**РОЗДІЛ F. ВИСТАВЛЕННЯ РАХУНКІВ
ТА ОПЛАТА**

Upon the UCBI II representative's, as identified above or in the sub-task order, acceptance of the contract deliverables described in each fixed price task order, the Subcontractor shall submit an original invoice to UCBI II for payment. The invoice shall be sent to the attention of UCBI II and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in Ukrainian Hryvnas; and d) payment information corresponding to the authorized account listed in below.

II, проекту UCBI II, UCBI II UCBI II : a) , b) , c) , d) ; ,

Payment Account Information

Chemionics shall remit payment corresponding to approved, complete invoices submitted in accordance with the terms herein payable to the Subcontractor via bank transfer to the Subcontractor's official authorized account:

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Account name: XXX
Bank name: XXX
Bank address or branch location:
XXX, Ukraine
Account number: XXX
Bank code: XXX
Registration code: XXX

: XXX
: XXX
: XXX
XXX, : XXX
: XXX
: XXX
: XXX

Chemionics will pay the Subcontractor's invoice within thirty (30) business days after both a) Chemionics' approval of the Subcontractor's deliverables, and b) Chemionics' receipt of the Subcontractor's invoice. Payment will be made in Ukrainian Hryvnas paid to the account specified above.

(30) a) , b) , ,

F.1. TAXES AND VAT**F.1. ПОДАТКИ ТА ПДВ**

The UCBI II Project is exempt from cooperating country taxes, duties, and VAT. Therefore, UCBI II shall pay for the cost of services exclusive of VAT.

UCBI II - , UCBI II

Chemionics International Inc. is implementing international technical assistance programs and projects in Ukraine in accordance with the Agreement between the Government of the United States of America and the Government of Ukraine about Humanitarian and Technical Economic

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Cooperation of May 07, 1992 (hereinafter referred to as "Agreement"). Chemonics has to purchase goods, works and services in order to carry out the above mentioned international technical assistance project. In accordance with the abovementioned Agreement and Procedure of engaging, using and monitoring international technical assistance approved by the Cabinet of Ministers of Ukraine Resolution No. 153 (153-2002-) as of February 15, 2002, "On creating a unified system for engaging, using and monitoring international technical assistance", the cost of such goods (works, services) is exempt from Value Added Tax (VAT).

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Procurement of goods, works and services shall be made at the cost of the international technical assistance project and is relevant to the category (type) of goods, works and services mentioned in the procurement plan.

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The Project shall provide the Subcontractor with a copy of the registration card of the Project for purchasing the goods, works and services, issued by the Ministry of Economic Development and Trade and certified by the Project stamp, and a copy of the Procurement plan or an extract from the Procurement plan certified by the Project stamp.

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The Subcontractor shall submit a fiscal bill for goods (works, services) completed in accordance with the procedure set forth below and marked "Without VAT". A fiscal bill shall include the grounds for VAT exemption (Project name, number and date of the relevant contract). The subcontractor shall submit the declaration to the state tax authority at its location taking into account the abovementioned operations and mentioning VAT exemption code #14060049 according to the Tax Exemptions Directory.

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14060049
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F.2. PAYMENT

F.2. ОПЛАТА

Chemonics will pay the Subcontractor's invoice within thirty (30) business days after both a) Chemonics' approval of the Subcontractor's deliverables, and b) Chemonics' receipt of the Subcontractor's invoice. Payment will be made in UAH, paid to the account specified in Section F.

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SECTION G. BRANDING POLICY AND REPORTING REQUIREMENTS

РОЗДІЛ G. ПОЛІТИКА БРЕНДИНГУ ТА ВИМОГИ ДО ЗВІТНОСТІ

The Subcontractor shall comply with the requirements of the USAID Graphic Standard Manualö available at www.usaid.gov/branding, or any successor branding policy, and the Project specific branding implementation and marking plan, which shall be conveyed to the Subcontractor by Chemonics in writing.

USAID

« www.usaid.gov/branding, »,

Reports to be prepared under fixed price sub-task orders shall bear the name of Chemonics, the prime contract number, this subcontract number, and the sub-task order number, and shall be prepared in English unless otherwise specified.

SECTION H. AUTHORIZED GEOGRAPHIC CODE [AIDAR 725.702]; SOURCE AND NATIONALITY REQUIREMENT [AIDAR 752.225-70 (FEB 2012) AS ALTERED]

РОЗДІЛ Н. ДОЗВОЛЕНИЙ ГЕОГРАФІЧНИЙ КОД [AIDAR 725.702]; ВИМОГИ ЩОДО ДЖЕРЕЛА ТА ПОХОДЖЕННЯ [AIDAR 752.225-70 (ЛЮТИЙ 2012 РОКУ) ЗІ ЗМІНАМИ]

(a) The authorized geographic code for procurement of goods and services under this subcontract is 935.

(a) 935.

(b) Except as may be specifically approved by Chemonics, the Subcontractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds. Guidance on eligibility of specific goods or services may be obtained from Chemonics.

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(c) Ineligible goods and services. The Subcontractor shall not procure any of the following goods or services under this subcontract:

(c) .

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment,
- or
- (6) Weather modification equipment.

- (1) ,
- (2) ,
- (3) ,
- (4) ,
- (5) ,
- (6) ,

(d) Restricted goods. The Subcontractor shall not procure any of the following goods or services without the prior written approval of USAID

(d) .

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- If Chemonics determines that the Subcontractor has procured any of these specific restricted this subcontract without the prior written authorization of USAID through Chemonics and has received payment for such purposes, Chemonics may require the Subcontractor to refund the entire amount of the purchase.

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РОЗДІЛ І. ПРАВА ІНТЕЛЕКТУАЛЬНОЇ ВЛАСНОСТІ

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РОЗДІЛ J. ВІДШКОДУВАННЯ ТА ВІДМОВА СУБПІДРЯДНИКА ВІД ДОХОДУ

The parties have agreed that in any case the total amount of the financial and any other liability, any sanctions that may be applied by the Parties, and other types of liability, compensations, loss of profit, losses of the Parties under this Subcontract are limited to the amount of the cost of Services properly rendered by the Subcontractor under this Subcontract.

SECTION K. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

(a) The Subcontractor shall perform all work, and comply in all respects, with applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and its political subdivisions, which do not interfere with the national legislation of Ukraine, and with the standards of relevant licensing boards and professional associations. The Subcontractor shall also comply with the applicable USAID regulations governing this subcontract, which are incorporated by reference into this Subcontract, and appear in Section AA, Clauses Incorporated by Reference.

(b) This contract shall be governed and construed under the laws of the District of Columbia, except that Subcontract provisions and requirements that are based on government contract laws, regulations, or Federal Acquisition Regulation clauses shall be construed in accordance with the federal common law of Government Contracts as represented by decisions of the Federal Courts, and the Armed Services and Civilian Boards of Contract Appeals.

SECTION L. PRIVACY OF CONTRACT AND COMMUNICATIONS

The Subcontractor shall not communicate with Chemonicsø client in connection with this Subcontract, except as expressly permitted, in writing, by Chemonics. All approvals required from USAID shall be obtained through Chemonics.

РОЗДІЛ К. ВІДПОВІДНІСТЬ ЗАКОНОДАВСТВУ ТА СТАНДАРТАМ, ЩО ЗАСТОСОВУЮТЬСЯ

(a) Субпідрядник виконуватиме всю роботу, і дотримуватиметься в усіх відношеннях згідно з застосовуваними законами, актами, кодексами, правилами, та іншими авторитетними правилами Сполучених Штатів Америки та її політичних суб'єктів, які не заважають національному законодавству України, а також стандартам відповідних ліцензійних рад та професійних асоціацій. Субпідрядник також повинен дотримуватися застосовуваних регуляцій США, які регулюють цей піддоговір, які включені до цього піддоговіру за посиланням на розділ AA, умови, включені за посиланням.

(b) Цей договір регулюється та тлумачиться за законами округу Колумбія, крім тих положень та вимог, які базуються на законодавстві, регуляціях, або положеннях Федеральних умов придбання, які будуть тлумачитися згідно з загальною правовою системою урядових контрактів, як це представлено рішеннями федеральних судів, а також Армії та цивільних рад з питань апеляційних контрактів.

РОЗДІЛ Л. ДОГОВІРНІ ПРАВОВІДНОСИНИ ТА КОМУНІКАЦІЇ

Субпідрядник не повинен комунікувати з клієнтом Chemonicsø в зв'язку з цим піддоговіром, окрім як явно дозволено, в письмовій формі, Chemonics. Всі схвалення, необхідні від USAID, повинні бути отримані через Chemonics.

This provision does not prohibit the Subcontractor from communicating with the client with respect to:

- (a) matters the Subcontractor is required by law to communicate to the U.S. Government;
- (b) an ethics or anti-corruption matter;
- (c) any matter for which this Subcontract, including a FAR or AIDAR clause is included in this Subcontract, provides for direct communication by the Subcontractor to the U.S. Government; or
- (d) if Subcontractor is a U.S. small business concern, any material matter pertaining to payment or utilization.

SECTION M. PROTECTING CHEMONICS' INTERESTS WHEN SUBCONTRACTOR IS NAMED ON SUSPECTED TERRORISTS OR BLOCKED INDIVIDUALS LISTS, INELIGIBLE TO RECEIVE USAID FUNDING, OR SUSPENDED, DEBARRED OR EXCLUDED FROM RECEIVING FEDERAL FUNDS

РОЗДІЛ М. ЗАХИСТ ІНТЕРЕСІВ КІМОНІКС У РАЗІ ВНЕСЕННЯ СУБПІДРЯДНИКА ДО СПИСКІВ ОСІБ, ЩО ПІДОЗРЮЮТЬСЯ В ТЕРОРИЗМІ, ЧИ ЗАБЛОКОВАНИХ ОСІБ, СПИСКІВ ОСІБ, ЩО НЕ МАЮТЬ ПРАВА НА ОТРИМАННЯ ФІНАНСУВАННЯ USAID, ЧИ ОСІБ, ЯКИХ ПРИЗУПИНЕНО, ВІДСТОРОНЕНО, ЧИ ВИКЛЮЧЕНО ВІД ОТРИМАННЯ ФЕДЕРАЛЬНИХ КОШТІВ

In addition to any other rights provided under this subcontract, it is further understood and agreed that Chemonics shall be at liberty to terminate this subcontract immediately at any time following any of the following conditions:

(a) the Subcontractor is named on any list of suspected terrorists or blocked individuals maintained by the U.S. Government, including but not limited to (a) the Annex to Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or (b) the List of Specially Designated Nationals and Blocked persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury;

(b) USAID determines that the Subcontractor is ineligible to receive USAID funding pursuant to U.S. laws and regulations; or

(c) the Subcontractor is identified on the U.S. Government's Excluded Party List System, or successor listing, as being suspended, debarred, or excluded from receiving federal awards or assistance.

Notwithstanding any other provision of the Subcontract, upon such termination the Subcontractor shall have no right to receive any further payments.

SECTION N. GOVERNING LAW AND RESOLUTION OF DISPUTES

(a) *Governing law.* This Subcontract shall be governed and construed under the laws of the District of Columbia, except that Subcontract provisions and requirements that are based on government contract laws, regulations, or Federal Acquisition Regulation clauses shall be construed in accordance with the federal common law of Government Contracts as represented by decisions of the Federal Courts, and the Armed Services and Civilian Boards of Contract Appeals.

(b) *Disputes based on Client Actions.*

(1) Any decision of the Government under the Prime Contract, if binding on Chemonics, shall also bind the Subcontractor to the extent that it relates to this Subcontract, provided that Chemonics shall have promptly notified the Subcontractor of such decision and, if requested by Subcontractor, shall have brought suit or filed claim, as appropriate against the Government, or, in alternative, agreed to sponsor Subcontractor's suit or claim. A final judgment in any such suit or final disposition of such claim shall be conclusive upon the Subcontractor.

(2) For any action brought, or sponsored, by Chemonics on behalf of the Subcontractor pursuant to this clause, the Subcontractor agrees to indemnify and hold Chemonics harmless from all costs and expenses incurred by Chemonics in prosecuting or sponsoring any such appeal.

(c) *Other Disputes.* All disputes not covered under subparagraph (b) above shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Arbitration shall be conducted in Washington, DC. Arbitrators shall be empowered to award only direct damages consistent with the terms of this Agreement. Each party shall bear its own costs of arbitration,

РОЗДІЛ N. ЗАКОНОДАВСТВО, ЩО ЗАСТОСОВУЄТЬСЯ, І ВИРІШЕННЯ СПОРІВ

(a) *Законодавство, що застосовується.*

(b) *Спори, основані на діях клієнта.*

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(2)

(c) *Інші спори.*

(b)

including attorneys' fees and experts' fees. An arbitration decision shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

(d) *Duty to Continue to Perform.* Notwithstanding any such dispute, the Subcontractor shall proceed diligently with performance under this Subcontract in accordance with the Chemonics directions.

(e) *Limitations.* Neither party shall be liable to the other for any indirect, consequential, special, incidental, or punitive damages including, without limitation, loss of revenue or profits, loss of production, loss or denial of opportunity or use, loss of market, loss of goodwill, loss of reputation, or damage to credit rating.

The Subcontractor acknowledges and agrees that it has no direct action against the U.S. Government or USAID for any claims arising under this Subcontract.

SECTION O. SET-OFF CLAUSE

Chemonics reserves the right of set-off against amounts payable to Subcontractor under this Subcontract or any other agreement the amount of any claim or refunds Chemonics may have against Subcontractor. This set-off should be conducted in the written format.

SECTION P. ASSIGNMENT AND DELEGATION

This Subcontract agreement may not be assigned or delegated, in whole or in part, by the Subcontractor without the written consent of Chemonics. Absent such consent, any assignment is void.

SECTION Q. ORGANIZATIONAL CONFLICTS OF INTEREST

It is understood and agreed that some of the work performed under this subcontract may place the Subcontractor or its personnel in the position of having an organizational conflict of interest. Such

(d) *Обов'язок продовжувати виконання.*

(e) *Обмеження.*

РОЗДІЛ О. ВЗАЄМОЗАЛІК

РОЗДІЛ Р. ПЕРЕУСТУПКА ТА ДЕЛЕГУВАННЯ

РОЗДІЛ Q. ОРГАНІЗАЦІЙНІ КОНФЛІКТИ ІНТЕРЕСІВ

an organizational conflict of interest may impair the objectivity of the Subcontractor or its personnel in performing the work. To preclude or mitigate any potential conflicts of interest, Subcontractor agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying Chemonics of such potential conflict of interest and receiving Chemonics written approval to undertake such activities.

SECTION R. GRATUITIES AND ANTI-KICKBACK

(a) Subcontractor shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a Chemonics supplier.

(b) By accepting this Subcontract, Subcontractor certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

SECTION S. TERRORIST FINANCING PROHIBITION/ EXECUTIVE ORDER 13224

The Subcontractor (including its employees, consultants and agents) by entering into this subcontract certifies that it does not engage, support or finance individuals and/ or organizations associated with terrorism. The Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. A list of entities and individuals subject to restrictions, prohibitions and sanctions can be found at the web site of the Department of Treasury's Office of Foreign Assets Control (OFAC), at <http://treasury.gov/ofac>. It is the legal responsibility of the Subcontractor to ensure compliance with the Executive Order 13224 and other U.S. laws prohibiting terrorist financing. This provision must be included in all subcontracts or subawards issued under this Subcontract.

РОЗДІЛ R. ХАБАРИ ТА ПРОТИДІЯ ВІДКАТАМ

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52.203-7
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(41 USC 51-58),
(c)(1)
52.203-7,

РОЗДІЛ S. ЗАБОРОНА ФІНАНСУВАННЯ ТЕРОРИЗМУ/ ВИКОНАВЧИЙ НАКАЗ 13224

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(OFAC) <http://treasury.gov/ofac>.
13224 ,

**SECTION T. RESTRICTIONS ON
CERTAIN FOREIGN PURCHASES (FAR
52.225-13)**

Except as authorized by the Department of Treasury's Office of Foreign Assets Control (OFAC), the Subcontractor shall not acquire for its use in the performance of this Subcontract, any supplies or services if any proclamation, U.S. Executive Order, U.S. statute, or OFAC's implementing regulations (31 CFR Chapter V), would prohibit such a transaction by a U.S. person, as defined by law.

**РОЗДІЛ Т. ОБМЕЖЕННЯ ЩОДО
ПЕВНИХ ІНОЗЕМНИХ ЗАКУПІВЕЛЬ
(КЗФК 52.225-13)**

V)

Except as authorized by OFAC, most transactions involving Cuba, Iran, the Sudan and North Korea are prohibited, including importing/ exporting to/ from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals subject to economic sanctions which are updated routinely - are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. It is the Subcontractor's responsibility to remain informed as to sanctioned parties and to ensure compliance with all relevant U.S. sanctions and trade restrictions. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/ or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

OFAC, V 31 CFR /
OFAC
<http://www.treas.gov/offices/enforcement/ofac>.

The Subcontractor shall insert this clause, including this paragraph, in all subcontracts and subawards issued under this Subcontract.

**SECTION U. COMPLIANCE WITH U.S.
EXPORT LAWS**

The Subcontractor warrants and agrees to comply with all U.S. export laws and regulations and other applicable U.S. law and regulations, including but not limited to: (i) the Arms Export Control Act (AECA), 22 U.S.C. 2778 and 2779; (ii) Trading

**РОЗДІЛ U. ДОТРИМАННЯ ВИМОГ
ЗАКОНОДАВСТВА США ЩОДО
ЕКСПОРТУ**

: (i)

U.S.C. 2778 2779; (ii)
(TWEA), 50 U.S.C. App. §§
1-44; (iii)
(ITAR), 22 C.F.R. 120-130.; (iv)
(EAA) 1979
(EAR) 15 C.F.R.
730-774, (
EAR); (v)
,
(IEEPA), 50 U.S.C. 1701-1706
IEEPA, 50 U.S.C. app. §§ 2401-
2420; (vi)
(OFAC), 31 C.F.R.
500-598; (vii)

РОЗДІЛ V. ДОТРИМАННЯ ВИМОГ ПОЛОЖЕНЬ США ЩОДО ПРОТИДІЇ КОРУПЦІЇ

(§FCPAö),
a)
(UNCAC), b)
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and/ or any officer, director, employee or agent of the Subcontractor to make any kind of offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to:

- (a) *any foreign official* (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person; or

- (b) *any person*, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.

For purposes of this Subcontract "foreign official" means any appointed, elected, or honorary official or employee of a) a foreign government (or if this Subcontract is to be performed outside the United States than of the Host Country) or political party, or b) of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization (e.g., the UN, DFID, or WHO, or the World Bank).

For purposes of this Article, the "government" includes any agency, department, embassy, or other governmental entity, and any company or other entity owned or controlled by the government.

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РОЗДІЛ W. СТАНДАРТИ ЯКОСТІ ВИКОНАННЯ РОБІТ СУБПІДРЯДНИКОМ

- 1) _____, _____ / **USAID**,
- 2) _____,
- 3) _____,
- 4) _____,
- 5) _____.

РОЗДІЛ X. ПРАВА ПРАЦІВНИКА СУБПІДРЯДНИКА, ШО ЗДІЙСНЮЄ

СЛУЖБОВІ ВИКРИТТЯ

This Subcontract and the Subcontractor employees working on this subcontract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

41 U.S.C. 4712, 828
2013 (L. 112-239)
3.908 .

The Subcontractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

41 U.S.C. 4712,
3.908 .

If lower tier subcontracting is authorized in this Subcontract, the Subcontractor shall insert the substance of this clause in all subcontracts over the simplified acquisition threshold.

**SECTION Y. REPORTING ON
SUBCONTRACTOR DATA PURSUANT TO
THE REQUIREMENTS OF THE FEDERAL
FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT**

**РОЗДІЛ Y. ЗВІТУВАННЯ ПРО ДАНІ
СУБПІДРЯДНИКА ВІДПОВІДНО ДО
ВИМОГ АКТУ ПРО ПІДЗВІТНІСТЬ ТА
ПРОЗОРІСТЬ ФІНАНСУВАННЯ ЗА
РАХУНОК ФЕДЕРАЛЬНИХ КОШТІВ**

(a) Public Availability of Information.

(a)

Pursuant to the requirements of FAR 52.204-10, Chemonics is required to report information regarding its award of subcontracts and sub-task orders under indefinite delivery/ indefinite quantity subcontracts to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). This information will be made publicly available at <http://www.USASpending.gov>.

52.204-10 ,

(FSRS).

<http://www.USASpending.gov>.

(b) The Subcontractor's Responsibility to Report Identifying Data.

(b) ø

Within 7 days of an award of a Subcontract or sub-task order with a value of \$30,000 or greater unless exempted, the Subcontractor shall report its identifying data required by FAR 52.204-10 (including executive compensation, if applicable) in the required questionnaire and certification found in Section AA.6). If the Subcontractor

Протягом 7 днів від надання Субконтракту чи субзамовлення вартістю 30 000 доларів США чи вище, крім випадків звільнення від такого обов'язку, Субпідрядник надає свої ідентифікаційні дані, як вимагається 52.204-10 ПЗФК (включаючи заробітну плату керівників, якщо застосовується) в анкеті та

maintains a record in the System for Award Management (www.SAM.gov), the Subcontractor shall keep current such registration, including reporting of executive compensation data, as applicable. If reporting of executive compensation is applicable and the Subcontractor does not maintain a record in the System for Award Management, Subcontractor shall complete the FSRs Reporting Questionnaire and Certification found in Section AA.6 within 7 days of each anniversary of the subcontract award date.

засвідченнях, що вимагаються, які наводяться в Розділі AA.6.

(www.SAM.gov),

FSRS»,

AA.6.

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(c) Impracticality of Registration.

If obtaining a DUNS number and reporting data is impractical for the Subcontractor, the Subcontractor must notify Chemonics and shall submit to Chemonics within 7 days of subcontract award a memorandum detailing the attempts made by the Subcontractor to obtain registration and a justification of why registration and/ or data reporting was impractical. Contractual remedies may apply unless Chemonics concurs with the documented impracticality of registration.

(c)

DUNS

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(d) Remedy.

Failure to comply with the reporting requirements in a timely manner as required under this section may constitute a material breach of the Subcontract and cause for withholding payment to the Subcontractor until the required information has been supplied to Chemonics or the Subcontractor demonstrates to Chemonics that its System for Award Management record has been updated. In addition to contractual remedies, Chemonics may make the Subcontractor's failure to comply with the reporting requirements a part of the Subcontractor's performance information record.

(d)

SECTION Z. MISCELLANEOUS

РОЗДІЛ Z. РІЗНЕ

(a) This Subcontract embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between or among the parties relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Subcontract shall affect, or be used to interpret, change, or

(a)

restrict the express terms and provisions of this Subcontract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this Subcontract and to execute and deliver such further documents or instruments and to take such further actions as shall be reasonably requested in connection therewith.

(b) All statements, representations, warranties, covenants, and agreements in this Subcontract shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each Party hereto. Nothing in this Subcontract shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Subcontract.

(c) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Subcontract shall be unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision partially or wholly unenforceable, the remaining provisions of this Subcontract shall nevertheless remain in full force and effect.

(d) The headings and captions contained in this Subcontract are for convenience only and shall not affect the meaning or interpretation of this Subcontract or of any of its terms or provisions.

(e) Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by the other of any provision of this Subcontract shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or

subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

(f) Each party has been represented by its own counsel in connection with the negotiation and preparation of this Subcontract and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Subcontract, including but not limited to any rule of law to the effect that any provision of this Subcontract shall be interpreted or construed against the party whose counsel drafted that provision.

(g) This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Z.2. INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT

In the event of inconsistency between any terms of this Subcontract and any translation into another language, the English language meaning shall control.

SECTION AA. FEDERAL ACQUISITION REGULATION (FAR) AND AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR) FLOWDOWN PROVISIONS FOR SUBCONTRACTS AND TASK ORDERS UNDER USAID PRIME CONTRACTS

AA.1 INCORPORATION OF FAR AND AIDAR CLAUSES

The FAR and AIDAR clauses referenced below are incorporated herein by reference, with the same

Z.1. ПРОТИРІЧЧЯ МІЖ АНГЛОМОВНОЮ ВЕРСІЄЮ ТА ПЕРЕКЛАДОМ КОНТРАКТУ

РОЗДІЛ АА. ПОЛОЖЕННЯ ПРО ЗАКУПІВЛІ ЗА ФЕДЕРАЛЬНІ КОШТИ (ПЗФК) ТА ПОЛОЖЕННЯ АГЕНТСТВА З МІЖНАРОДНОГО РОЗВИТКУ ЩОДО ЗАКУПІВЕЛЬ (AIDAR) АВТОМАТИЧНЕ ВКЛЮЧЕННЯ ПОЛОЖЕНЬ ДЛЯ СУБКОНТРАКТІВ ТА ЗАМОВЛЕНЬ ЗА ГОЛОВНИМИ КОНТРАКТАМИ USAID

АА.1 ВКЛЮЧЕННЯ ПУНКТІВ ПЗФК ТА AIDAR

AIDAR,

АА.2 ДЕРЖАВНИЙ СУБКОНТРАКТ

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(b) AIDAR,

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АА.3 ПРИМІТКИ

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| 1. Substitute "Chemonics" for "Government" or "United States" throughout this clause. | 1. « » « » |
| 2. Substitute "Chemonics Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause. | 2. « » « » , « » , «ACO» |
| 3. Insert "and Chemonics" after "Government" throughout this clause. | 3. « » « » |
| 4. Insert "or Chemonics" after "Government" throughout this clause. | 4. « » « » |
| 5. Communication/ notification required under this clause from/ to Subcontractor to/ from the USAID Contracting Officer shall be through Chemonics. | 5. / , / USAID , |
| 6. Insert "and Chemonics" after "Contracting Officer", throughout the clause. | 6. « » « » |
| 7. Insert "or Chemonics Procurement Representative" after "Contracting Officer", throughout the clause. | 7. « » « » |
| 8. If the Subcontractor is a non-U.S. firm or organization, this clause applies to this Subcontract only if Work under the Subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to Work on the Contract. | 8. , |

AA.4 MODIFICATIONS REQUIRED BY PRIME CONTRACT

AA.4 МОДИФІКАЦІЇ, ЩО ВИМАГАЮТЬСЯ ГОЛОВНИМ КОНТРАКТОМ

The Subcontractor agrees that upon the request of Chemonics it will negotiate in good faith with Chemonics relative to modifications to this Subcontract to incorporate additional provisions herein or to change provisions hereof, as Chemonics may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of modifications to such Prime Contract. If any such modifications to this Subcontract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment may be made pursuant to the "Changes" clause of this Subcontract.

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AA.5 PROVISIONS INCORPORATED BY REFERENCE

AA.5 ПОЛОЖЕННЯ, ЩО ВКЛЮЧЕНІ ШЛЯХОМ ПОСИЛАННЯ

This Subcontract includes the appropriate flow-down clauses as required by the Federal Acquisition Regulation and the USAID Acquisition Regulation. **The following Federal Acquisition Regulation (FAR) clauses apply, as applicable, to this Subcontract as indicated:**

USAID

Пункти Положень про закупівлі за
федеральні кошти (ПЗФК), що перераховані
нижче, застосовуються до цього
Субконтракту, а саме:

Clause Number	Title	Date	Notes and Applicability
<u>52.202-1</u>	DEFINITIONS	NOV 2013	All subcontracts regardless of value
<u>52.203-3</u>	GRATUITIES	APR 1984	All subcontracts regardless of value (Note 4 applies)
<u>52.203-5</u>	COVENANT AGAINST CONTINGENT FEES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.203-6</u>	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006	Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)
<u>52.203-7</u>	ANTI-KICKBACK PROCEDURES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.203-8</u>	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than \$150,000 (Note 1 applies)
<u>52.203-10</u>	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than \$150,000 (Note 1 applies)
<u>52.203-11</u>	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<u>52.203-12</u>	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<u>52.203-13</u>	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010	All subcontracts > \$5,000,000 with a period of performance of 120 days or more. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.
<u>52.203-14</u>	DISPLAY OF HOTLINE POSTER(S)	DEC 2007	All Subcontracts > \$5,000,000 except those performed entirely outside of the U.S. (Note 8 applies)
<u>52.203-17</u>	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013	All Subcontracts equal to or greater than \$150,00
<u>52.204-06</u>	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUL 2013	All Subcontracts equal to or greater than \$30,000
<u>52.204-10</u>	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.)	JUL 2013	If the Subcontractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, the Subcontractor shall report required executive compensation by posting to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.
<u>52.209-2</u>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION	DEC 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.209-6</u>	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013	All Subcontracts > \$30,000. (Note 2 applies)
<u>52.209-10</u>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.215-2</u>	AUDITS AND RECORDS - NEGOTIATION	OCT 2010	All Subcontracts > \$150,000. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.)
<u>52.215-10</u>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	AUG 2011	Applies if submission of certified cost or pricing data was required with Subcontractor's proposal. (Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Chemonics" in paragraph (d)(1).)
<u>52.215-11</u>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA -- MODIFICATIONS Rights and obligations under this clause shall survive	AUG 2011	Applies if submission of certified cost or pricing data is required for modifications. (Notes 1, 2 and 4 apply.)

Clause Number	Title	Date	Notes and Applicability
	completion of the Work and final payment under this Subcontract.		
<u>52.215-12</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010	Applies if Subcontract > \$700,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-13</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA ⁶ MODIFICATIONS	OCT 2010	Applies if Subcontract > \$700,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-14</u>	INTEGRITY OF UNIT PRICES	OCT 2010	Applies if Subcontract > \$150,000. Delete paragraph (b) of the clause.
<u>52.215-15</u>	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010	Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies.)
<u>52.215-16</u>	FACILITIES CAPITAL COST OF MONEY	JUN 2003	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor proposed facilities capital cost of money in its proposal.
<u>52.215-17</u>	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor did not propose facilities capital cost of money in its proposal.
<u>52.215-18</u>	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005	Applicable if this Subcontract meets the applicability requirements of FAR 15.408(j). (Note 5 applies.)
<u>52.215-19</u>	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997	Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.)
<u>52.215-20</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.	OCT 2010	(Note 2 applies.)
<u>52.215-21</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS	OCT 2010	(Note 2 applies)
<u>52.215-23</u>	LIMITATION ON PASS-THROUGH CHARGES	OCT 2009	Applies for cost-reimbursement subcontracts > \$150,000. (Notes 1, 2 and 4 apply.)
<u>52.216-7</u>	ALLOWABLE COST AND PAYMENT Alt II applies to educational institutions. Alt IV applies to non-profit organizations.	JUN 2013	Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time & Materials (T&M) Subcontracts, and Sub-task Orders. (Note 1 applies except in except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged.)
<u>52.216-8</u>	FIXED FEE	JUN 2011	Applies only if this Subcontract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-10</u>	INCENTIVE FEE	JUN 2011	Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth in the Subcontract.)
<u>52.216-11</u>	COST CONTRACT - NO FEE	APR 1984	Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-18</u>	ORDERING	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.

Clause Number	Title	Date	Notes and Applicability
<u>52.216-19</u>	ORDER LIMITATIONS	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-22</u>	INDEFINITE QUANTITY	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.217-8</u>	OPTION TO EXTEND SERVICES	NOV 1999	Insert 630 days as <i>the period of time within which Chemonics may exercise the option. (Notes 1 and 2 apply.)</i>
<u>52.217-9</u>	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	Insert 630 days and 660 days as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.)
<u>52.219-8</u>	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL 2013	Applies to all Subcontracts >\$150,000 except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.)
<u>52.219-9</u>	SMALL BUSINESS SUBCONTRACTING PLAN (If a subcontracting plan was required by the RFP, the plan is incorporated herein by reference.)	JUL 2013	Applies if this Subcontract > \$650,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause <i>does not</i> apply at any value if the Subcontractor is U.S. small business concern. Note 2 is applicable to paragraph (c) only. (Note 8 applies.)
<u>52.222-2</u>	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990	Applicable to Cost Reimbursement Subcontracts > \$150,000 only. Refers to overtime premiums for work performed in the U.S. subject to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.)
<u>52.222-3</u>	CONVICT LABOR	JUN 2003	Applies to all Subcontracts >\$3,000 involving some or all performance in the U.S.
<u>52.222-21</u>	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999	(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
<u>52.222-22</u>	PREVIOUS CONTRACTS AND COMPLIANCE REPORT	FEB 1999	Applies if clause 52.222-26 applies.
<u>52.222-26</u>	EQUAL OPPORTUNITY	MAR 2007	(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
<u>52.222-29</u>	NOTIFICATION OF VISA DENIAL	JUN 2003	Applies to all Subcontracts regardless of type or value.
<u>52.222-35</u>	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010	Applies if this Subcontract is for \$100,000 or more. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)
<u>52.222-36</u>	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010	Applies if this Subcontract exceeds \$15,000. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)
<u>52.222-37</u>	EMPLOYMENT REPORTS ON VETERANS	SEP 2010	Applies if this Subcontract is for \$100,000 or more. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)
<u>52.222-40</u>	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	Applies to Subcontracts > \$10,000. <i>Does not</i> apply to Subcontracts performed <i>entirely</i> outside the U.S. <i>Does not</i> apply to Subcontracts issued to <i>non-U.S. firms</i> where the work is performed entirely outside the U.S. (Note 8 applies.)
<u>52.222-50</u>	COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)	MAR 2015	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)

Clause Number	Title	Date	Notes and Applicability
<u>52.222-54</u>	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013	Applies to Subcontracts > \$3,000 <i>except for a</i> commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance < 120 days. (Note 8 applies.)
<u>52.223-6</u>	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)
<u>52.223-18</u>	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	Applies if this Subcontract > \$3,000. (Note 8 applies.)
<u>52.225-1</u>	BUY AMERICAN ACT -- SUPPLIES	FEB 2009	Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)
<u>52.225-13</u>	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	Applies to all Subcontracts regardless of value or type
<u>52.225-14</u>	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type
<u>52.227-1</u>	AUTHORIZATION AND CONSENT	DEC 2007	Applies if the Subcontract >\$150,000. (Notes 4 and 7 apply.)
<u>52.227-2</u>	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	Applies if this Subcontract >\$150,000. (Notes 2 and 4 apply.)
<u>52.227-9</u>	REFUND OF ROYALTIES	APR 1984	Applies if this Subcontract includes royalties
<u>52.227-14</u>	RIGHTS IN DATA - GENERAL	DEC 2007	Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14.
<u>52.228-3</u>	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.
<u>52.228-4</u>	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984	Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause.
<u>52.228-7</u>	INSURANCE- LIABILITY TO THIRD PERSONS	MAR 1996	Applicable to Cost Reimbursement Subcontracts and Task Orders of any value. (Notes 4 and 7 apply)
<u>52.228-9</u>	CARGO INSURANCE	MAY 1999	Applicable to Subcontracts of any value if the Subcontractor is authorized to provide transportation-related services. Chemonics will provide values to complete blanks in this clause upon authorizing transportation services. (see also AIDAR 752.228-9)
<u>52.229-6</u>	TAXES 6 FOREIGN FIXED PRICE CONTRACTS	JUN 2003	Applies to Fixed Price Subcontracts of any value.
<u>52.229-8</u>	TAXES6 FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990	Applicable to Cost Reimbursement and T&M Subcontracts and Task Orders, regardless of value. Insert name of host country government in first blank in the clause. Insert name of host country in second blank in the clause.
<u>52.230-2</u>	COST ACCOUNTING STANDARDS	MAY 2012	Applies only when referenced in this Subcontract that full CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<u>52.230-3</u>	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	MAY 2012	Applies only when referenced in this Subcontract that modified CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<u>52.230-4</u>	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS	MAY 2012	Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences.
<u>52.230-5</u>	COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS	MAY 2012	"United States" means "United States or Chemonics." Delete paragraph (b) of the Clause.

Clause Number	Title	Date	Notes and Applicability
			Applies only when referenced in this Subcontract that this CAS clause applies.
<u>52.230-6</u>	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010	Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.
<u>52.232-20</u>	LIMITATION OF COST	APR 1984	Applies if this Subcontract is a fully funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.232-22</u>	LIMITATION OF FUNDS	APR 1984	Applies if this Subcontract is an incrementally funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.232-40</u>	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013	Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.)
<u>52.233-3</u>	PROTEST AFTER AWARD Alternate I (JUN 1985) applies if this is a cost-reimbursement contract). In the event that Chemonics client has directed Chemonics to stop performance of the Work under the Prime Contract under which this Subcontract is issued pursuant to FAR 33.1, Chemonics may, by written order to the Subcontractor, direct the Subcontractor to stop performance of the Work called for by this Subcontract.	AUG 1996	"30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Chemonics".
<u>52.237-8</u>	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003	Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel.
<u>52.237-9</u>	INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT. WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014	Applies to Subcontracts regardless of type and value--that include provision of host country national personnel ONLY if the Prime Contracts includes this clause.
<u>52.242-1</u>	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders of any value.
<u>52.242-3</u>	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014	Applies to all subcontracts > \$700,000, regardless of subcontract type.
<u>52.242-4</u>	CERTIFICATION OF FINAL INDIRECT COSTS		Applies to Cost Reimbursement and T&M Subcontracts and Task Orders that provide for reimbursement of Subcontractor indirect cost rates, regardless of subcontract value.
<u>52.242-13</u>	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
<u>52.242-15</u>	STOP-WORK ORDER Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.	AUG 1989	Notes 1 and 2 apply.
<u>52.243-1</u>	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Applies to Fixed Price Subcontracts of any value.
<u>52.243-2</u>	CHANGES - COST REIMBURSEMENT	AUG 1987	Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order.
<u>52.243-3</u>	CHANGES - TIME-AND-MATERIALS OR LABOR-HOUR	SEP 2000	Notes 1 and 2 apply. Applies if this is a T&M Subcontract or Task Order.
<u>52.244-6</u>	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2013	Applies to Subcontracts for commercial items only.

Clause Number	Title	Date	Notes and Applicability
<u>52.245-1</u>	GOVERNMENT PROPERTY (APR 2012) (ALT I)	APR 2012	"Contracting Officer" means "Chemonics" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Chemonics. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Chemonics" and except in paragraphs (d)(2) and (g) where the term includes Chemonics.
<u>52.246-3</u>	INSPECTION OF SUPPLIES - COST REIMBURSEMENT Applies to Cost Reimbursement Subcontracts and Task Orders.	MAY 2001	Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months"
<u>52.246-4</u>	INSPECTION OF SERVICES 6 FIXED PRICE	AUG 1996	Applies to Fixed Priced Subcontracts of any value.
<u>52.246-5</u>	INSPECTION OF SERVICES6 COST REIMBURSEMENT	MAY 2001	Applies to Cost Reimbursement Subcontracts of any value. (Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).)
<u>52.246-6</u>	INSPECTION6 TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001	Applies to T&M Subcontracts and Task Orders of any value. In paragraphs (b),(c),(d), Note 3 applies; in paragraphs (e),(f),(g),(h), Note 1 applies.)
<u>52.246-25</u>	LIMITATION OF LIABILITY - SERVICES	FEB 1997	Applies to Subcontracts for \$150,000 or more.
<u>52.247-63</u>	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	Applies to all Subcontracts that include international air travel.
<u>52.247-64</u>	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006	Applies for Subcontracts that include provision of freight services.
<u>52.247-67</u>	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	Applies to Subcontracts that include provision of freight services.
<u>52.249-1</u>	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	Applies to all Fixed Price Subcontracts.
<u>52.249-6</u>	TERMINATION (COST-REIMBURSEMENT) Alternate IV (SEP 1996) applies if this is a time and materials Subcontract.)	MAY 2004	Notes 1 and 2 apply. Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.
<u>52.249-8</u>	DEFAULT FIXED PRICE SUPPLY & SERVICE	APR 1984	Applies to all Fixed Price Subcontracts.
<u>52.249-14</u>	EXCUSABLE DELAYS	APR 1984	(Note 2 applies; Note 1 applies to (c). In (a)(2) delete "or contractual".)

Номер статті	Назва	Дата	Примітки і застосовність
<u>52.202-1</u>		2013	,
<u>52.203-3</u>		1984	(, 4)
<u>52.203-5</u>		2014	(, 1)
<u>52.203-6</u>		2006	(4)
<u>52.203-7</u>		2014	(, 1)

Номер статті	Назва	Дата	Примітки і застосовність
<u>52.203-8</u>	,	2014	\$150,000 (1)
<u>52.203-10</u>		2014	\$150,000 (1)
<u>52.203-11</u>		2007	\$150,000 (2)
<u>52.203-12</u>		2010	\$150,000 (2)
<u>52.203-13</u>		2010	> \$5,000,000 120 .. , .
<u>52.203-14</u>		2007	> \$5,000,000, , (8)
<u>52.203-17</u>		2013	\$150,00
<u>52.204-06</u>	(DUNS)	2013	\$30,000
<u>52.204-10</u>	((d)(2) .)	2013	(d)(3) (g)(2) , , (CCR). .
<u>52.209-2</u>	-	2014	(, 1)
<u>52.209-6</u>	,	2013	> \$30,000. (2)
<u>52.209-10</u>	-	2014	(, 1)
<u>52.215-2</u>	-	2010	> \$150,000. (3. II.)
<u>52.215-10</u>	ø	2011	, , (2 4 , « , » ø () (1). (d)(1) « » « ».)
<u>52.215-11</u>	--	2011	,

Номер статті	Назва	Дата	Примітки і застосовність
	ø		. (1,2 4.)
<u>52.215-12</u>		2010	, > \$700,000 FAR 15.403.
<u>52.215-13</u>	ô	2010	, > \$700,000 FAR 15.403.
<u>52.215-14</u>		2010	, > \$150,000. (b) .
<u>52.215-15</u>		2010	, FAR 15.408(g). (5.)
<u>52.215-16</u>		2003	, FAR 31.2
<u>52.215-17</u>		1997	, FAR 31.2
<u>52.215-18</u>	(PRB),	2005	, FAR 15.408(j). (5.)
<u>52.215-19</u>		1997	, FAR 15.408(k). (5.)
<u>52.215-20</u>	, ,	2010	(2.)
<u>52.215-21</u>	, ,	2010	(2)
<u>52.215-23</u>		2009	, > \$150,000. (1, 2 4.)
<u>52.216-7</u>	II IV	2013	, (T&M), (1, (a)(3) (b)(1)(ii)(F), 3. 2, (g), 7. (a)(3) «30», (a)(2), (b)(4), (d)(4) (h) « » «5 ». (d) .)
<u>52.216-8</u>		2011	, .

Номер статті	Назва	Дата	Примітки і застосовність
			T&M (1 2.)
<u>52.216-10</u>		2011	T&M (1 2, (e)(4)(v) (e)(4)(vi), « » (e)(4)(iv) (c)(2) (e),)
<u>52.216-11</u>	6	1984	T&M (1 2.)
<u>52.216-18</u>		1995	(IQS) (IDIQ).
<u>52.216-19</u>		1995	(IQS) (IDIQ).
<u>52.216-22</u>		1995	(IQS) (IDIQ).
<u>52.217-8</u>		1999	«30 » у якості строку, у який Кімонікс може провести опціон. (Застосовуються Примітки 1 і 2.)
<u>52.217-9</u>		2000	«30 » «60 » (c) (1 2.)
<u>52.219-8</u>		2013	>\$150,000, (8.)
<u>52.219-9</u>	(RFP ,)	2013	\$650,000 > не застосовується, 2 ().(8.)
<u>52.222-2</u>		1990	> \$150,000. , (2 3.)
<u>52.222-3</u>	ø	2003	>\$3,000, .

Номер статті	Назва	Дата	Примітки і застосовність
<u>52.222-21</u>		1999	(8.) , ,
<u>52.222-22</u>		1999	52.222-26.
<u>52.222-26</u>		2007	(8.) , ,
<u>52.222-29</u>		2003	, .
<u>52.222-35</u>		2010	, \$100,000 . , . (8.)
<u>52.222-36</u>		2010	, \$15,000. , . (8.)
<u>52.222-37</u>		2010	, \$100,000 . , . (8.)
<u>52.222-40</u>		2010	\$10,000. Не застосовується > , повністю . Не застосовується, не американським компаніям . (8.)
<u>52.222-50</u>	(I ,)	2015	(2, (h) 1.)
<u>52.222-54</u>		2013	окрім а) > \$3,000 , (COTS) (COTS , COTS, COTS; b) , ; < 120 . (8.)

Номер стагії	Назва	Дата	Примітки і застосовність
<u>52.223-6</u>		2001	(, 2 4)
<u>52.223-18</u>		2011	\$3,000. (, > 8.)
<u>52.225-1</u>	« » --	2009	(, 2.)
<u>52.225-13</u>		2008	(, .)
<u>52.225-14</u>		2000	(, .)
<u>52.227-1</u>		2007	(, >\$150,000. 4 7.)
<u>52.227-2</u>		2007	(, >\$150,000. 2 4.)
<u>52.227-9</u>		1984	(, .)
<u>52.227-14</u>	ó	2007	(d), AIDAR 752.227-14.
<u>52.228-3</u>	(,)	2014	(, AIDAR 752.228-3.
<u>52.228-4</u>		1984	(, , .)
<u>52.228-7</u>	ó	1996	(- , 4 7)
<u>52.228-9</u>		1999	(, .) AIDAR 752.228-9)
<u>52.229-6</u>	ó	2003	(- , .)
<u>52.229-8</u>	ó	1990	(, T&M .)
<u>52.230-2</u>		2012	(, CAS. « » « ». (b) .
<u>52.230-3</u>		2012	(, CAS. « »

Номер статті	Назва	Дата	Примітки і застосовність
			« (b) ».
<u>52.230-4</u>	,	2012	CAS. 3
<u>52.230-5</u>	ó	2012	« (b) ». CAS.
<u>52.230-6</u>		2010	FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 FAR 52.230-5.
<u>52.232-20</u>		1984	T&M (1 2.)
<u>52.232-22</u>		1984	T&M (1 2.)
<u>52.232-40</u>	-	2013	1.)
<u>52.233-3</u>	I (, 1985). , FAR 33.1,	1996	«30 » «20 » (b)(2). 1, « (f). ø «33.104(h) (1)» (f), : « ».
<u>52.237-8</u>		2003	ó
<u>52.237-9</u>	:	2014	ó
<u>52.242-1</u>		1984	T&M
<u>52.242-3</u>		2014	\$700,000,
<u>52.242-4</u>			T&M

Номер стагії	Назва	Дата	Примітки і застосовність
<u>52.242-13</u>		1995	1 2.
<u>52.242-15</u>	I (, 1984).	1989	1 2.
<u>52.243-1</u>	- (III)	1987	- .
<u>52.243-2</u>	ó	1987	1 2. , .
<u>52.243-3</u>	ó -	2000	1 2. , .
<u>52.244-6</u>		2013	.
<u>52.245-1</u>	(, 2012) (I)	2012	« , » « », (h)(1)(iii), (c) (h)(4), . « » « » « , », - , « (d)(1), », (d)(2) (g), .
<u>52.246-3</u>	ó	2001	1, (b), (c) (d), 3, (k), (e), «60 » «120 », (f) «6 » «12 »
<u>52.246-4</u>	ó	1996	- .
<u>52.246-5</u>	ô	2001	. (3 (b) (c). 1 (d) (e). T&M
<u>52.246-6</u>	ô -	2001	(b),(c),(d) 3; (e),(f),(g),(h) 1.)
<u>52.246-25</u>	-	1997	\$150,000 , .
<u>52.247-63</u>		2003	, .
<u>52.247-64</u>		2006	, .

Номер статті	Назва	Дата	Примітки і застосовність
<u>52.247-67</u>		2006	,
<u>52.249-1</u>	() ()	1984	.
<u>52.249-6</u>	() 1996), IV (,	2004	1 2. «90 » «120 » (d). «180 » «1 (f). (j) « », « » « » « » .
<u>52.249-8</u>		1984	.
<u>52.249-14</u>		1984	(2; 1 (). (a)(2) « ».)

The following Agency For International Development Acquisition Regulations (AIDAR) clauses apply to this Contract:

До цього Контракту застосовуються такі пункти Положень щодо закупівель Агентства з міжнародного розвитку:

Clause Number	Title	Date	Notes and Applicability
752.202-1	DEFINITIONS (ALT 70 AND ALT 72)	JAN 1990	Applies to all Subcontracts, regardless of value or type. Contractor and Contractor Employee refer to Subcontractor and Subcontractor Employee.
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992	Applies to all Subcontracts, regardless of type or value
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012	Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply)
752.227-14	RIGHTS IN DATA & GENERAL	OCT 2007	Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data & General.
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)		The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3.
752.228-7	INSURANCE & LIABILITY TO THIRD PERSONS		The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228)
752.228-9	CARGO INSURANCE		The following preface is to be used preceding the text of the clause at FAR 52.228-9: Preface: To the extent that marine insurance is necessary or appropriate under this contract, the Subcontractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all lower-tier subcontracts.
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007	Applies to all Subcontracts requiring performance outside the U.S.
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.)	OCT 1998	Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984	Applies to Subcontracts where the Subcontractor is authorized by Chemonics to purchase property under the Subcontract for use outside the U.S. (Note 5 applies)
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996	(Note 5 applies)
752.7001	BIOGRAPHICAL DATA	JUL 1997	Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies)
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990	Applies to all Cost Reimbursement and T&M Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013	Applies to all Subcontracts. (Note 5 applies)
752.7007	PERSONNEL COMPENSATION	JUL 2007	Applies to all Cost Reimbursement Subcontracts and Task Orders and T&M Subcontracts and Task Orders with a multiplier, regardless of value.

Clause Number	Title	Date	Notes and Applicability
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984	Applies to all Subcontracts regardless of value or type. (Note 5 applies)
752.7009	MARKING	JAN 1993	Applies to all Subcontracts. (Note 5 applies)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984	Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984	Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies)
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995	Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies)
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990	Applies to Cost Reimbursement and T&M Subcontracts of any value involving work outside the U.S. (Note 2 applies)
752.7025	APPROVALS	APR 1984	Applies to all Subcontracts. (Note 5 applies)
752.7027	PERSONNEL	DEC 1990	Applies to all Cost Reimbursement and T&M Subcontracts of any value involving work performed in whole or in part overseas. Paragraphs (f) and (g) of this clause are for use only in cost reimbursement and T&M contracts. (Note 5 applies)
752.7028	DIFFERENTIALS AND ALLOWANCES APPLIES TO ALL COST REIMBURSEMENT AND T&M SUBCONTRACTS OF ANY VALUE INVOLVING WORK PERFORMED IN WHOLE OR IN PART OVERSEAS.	JUL 1996	This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the Examination of Records by the Comptroller General and Audit clauses of this contract.) (Note 5 applies)
752.7029	POST PRIVILEGES	JUL 1993	For use in all non-commercial subcontracts involving performance overseas.
752.7031	LEAVE AND HOLIDAYS	OCT 1989	For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014	Applies to all subcontracts requiring international travel. (Note 5 applies)
752.7033	PHYSICAL FITNESS (JULY 1997)	JUL 1997, PARTIALLY REVISED AUG 2014	Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies)
752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991	Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies)
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008	If a subcontract with family planning activities is contemplated, add Alternate 1 (6/2008) to the clause name.

Номер статті	Назва	Дата	Примітки і застосування
752.202-1	(ALT 70 ALT 72)	1990	« « » « » « ».
752.211-70		1992	,
752.225-70		2012	4,5 7.) . (
752.227-14	6	2007	(d) FAR 52.227-14 6
752.228-3	(,)		FAR 52.228-3, ,
752.228-7	6		, , FAR 52.228-7, (h) (FAR 52.228-7) (i) (FAR 52.228-7): (FAR 52.228)
752.228-9			FAR 52.228-9: : , , ,
752.228-70	(MEDEVAC)	2007	, ,
752.231-71	(HG , .)	1998	(5.)
752.245-71		1984	(5.)
752.247-70		1996	(5)
752.7001		1997	T&M , , (, 3.)
752.7002		1990	, T&M , , (5.)

Номер статті	Назва	Дата	Примітки і застосування
752.7004		1997	(, 5.)
752.7005		2013	(, 5.)
752.7007		2007	T&M , ,
752.7008		1984	(, 5.)
752.7009		1993	(, 5.)
752.7010		1984	(, 5.)
752.7011		1984	(, 5.)
752.7012		1995	(, 5.)
752.7014		1990	T&M - , (2.)
752.7025		1984	(, 5.)
752.7027		1990	T&M - , (f) (g) T&M. (, 5.)
752.7028		1996	TCN CCN. TCN CCN , « » « » (, 5.)
752.7029		1993	, .

Номер статті	Назва	Дата	Примітки і застосування
752.7031		1989	T&M (5.)
752.7032		2014	(5.)
752.7033	(, 1997)	1997, 2014	- , - , - . (5.)
752.7034		1991	, , / . (5.)
752.7101		2008	ø, « 1 (6/2008)».

AA.6 Federal Funding Accountability And Transparency Act (FFATA) Subaward**AA.6 Акт про підзвітність та прозорість фінансування з федеральних джерел (FFATA)****Reporting Questionnaire And Certification For Subcontracts And Sub-Task Orders Under Indefinite Delivery/Indefinite Quantity Subcontracts****Анкета щодо звітності за Субконтрактом та засвідчення для Субконтрактів та субзамовлень за Субконтрактами без визначеного обсягу послуг**

The information in this section is required under FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards to be reported by prime contractors receiving federal contracts through the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). As required by the referenced FAR, complete this questionnaire and certification as part of the Subcontract or Sub-Task Order with a value of \$30,000 or more, unless exempted from reporting by a positive response to Section A.

52.204-10 «

»,

(FSRS)

(FFATA). Як вимагається ПЗФК, про який ідеться вище, заповніть цю анкету та засвідчення як частину Субконтракту чи субзамовлення з вартістю 30 000 доларів чи вище, окрім випадків, коли існує звільнення від звітування через позитивну відповідь у Розділі A.

A. In the previous tax year, was your company's gross income from all sources under \$300,000?

A.

300 000 ?

☐ **Yes** ☐ **No**☐ **Так** ☐ **Ні**

B. If "No", please provide the below information and answer the remaining questions.

B.

"Ні", - , , .

(i) Subcontractor DUNS Number: XXX

(i) Номер DUNS Субпідрядника: XXX

(ii) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/ or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:

(ii)

, (DUNS) (1) 80 , , - / , ; (2) 25 000 000 , , - / , ?:

☐ **Yes** ☐ **No**☐ **Так** ☐ **Ні**

(iii) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the

(iii)

, (DUNS)

DUNS number it provided belongs), through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?:

13(a) 15(d)
1934
(15 U.S.C. 78m(a), 78o(d))
6104
1986 ?:

☐ **Yes** ☐ **No**

☐ **Tak** ☐ **Hi**

(iv) Does your business or organization maintain a record in the System for Award Management (www.SAM.gov)?

(iv) (www.SAM.gov)?

☐ **Yes** ☐ **No**

☐ **Tak** ☐ **Hi**

(v) If you have indicated "Yes" for paragraph (ii) and "No" for paragraph (iii) and (iv) above, provide the names and total compensation* of your five most highly compensated executives** for the preceding completed fiscal year.

(v) « » (ii)
та « » (iii) (iv),
* ø **

1. Name: _____
Amount: _____

1. : _____
: _____

2. Name: _____
Amount: _____

2. : _____
: _____

3. Name: _____
Amount: _____

3. : _____
: _____

4. Name: _____
Amount: _____

4. : _____
: _____

5. Name: _____
Amount: _____

5. : _____
: _____

The information provided above is true and accurate as of the date of execution of the referenced Subcontract or Sub-Task Order. Annual certification is required for information provided in paragraph (v) above.

, , ,
, . ,
(v) .

*"Total compensation" means the cash and noncash dollar value earned by the executive during the Subcontractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

* « » ,
,
(17
229.402(c)(2)):

(1) *Salary and bonus.*

(1) *Заробітна плата та бонуси.*

(2) *Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting*

(2) *надання акцій, опціонів цінних паперів та прав «переоцінки акцій».*

purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(FASB ASC) 718,

-

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(3) *Заробітки за послуги за планами винагороди, що не пов'язані з акціями.*

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(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(4) *Зміни у вартості пенсії.*

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(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(5) *Заробітки з відстроченої компенсації понад ринкове значення, що не задовольняє податкові вимоги.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(6)

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***Executive means officers, managing partners, or any other employees in management positions

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SECTION BB. REPRESENTATIONS AND CERTIFICATIONS

РОЗДІЛ BB. ЗАЯВИ ТА ЗАСВІДЧЕННЯ

ЗЯВИ

ТА

Any representations and certifications submitted resulting in award of this Subcontract are hereby incorporated either in full text or by reference, and any updated representations and certifications submitted thereafter are incorporated by reference and made a part of this Subcontract with the same force and effect as if they were incorporated by full text. By signing this Subcontract, the Subcontractor hereby certifies that as of the time of award of this Subcontract: (1) the Subcontractor, or its principals, is not debarred, suspended or proposed for debarment or declared ineligible for award by any Federal agency; (2) no 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

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(2)

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Congress on its behalf in connection with awarding the contract or this Subcontract; and (3) no changes have occurred to any other representations and certifications made by the Subcontractor resulting in award of this subcontract. The Subcontractor agrees to promptly notify Chemonics in writing of any changes occurring at any time during performance of this Subcontract to any representations and certifications submitted by the Subcontractor.

; (3)

For

Chemonics International Inc./

Ukraine Confidence Building Initiative II (UCBI II)/ « » (UCBI)

By:

For

Name of subcontractor

By:

Michael Stievater/

/ Chief of Party

Date Signed: XX October 2017/

: XX 2017 .

Place Signed: XXX, Ukraine/

: . XXX,

Name/

Director/

Date Signed: 19 October 2017 /

: XX 2017 .

Place Signed: XXX, Ukraine /

: . XXX,

SECTION CC. TASK ORDER TEMPLATE

USE FOR A FIRM FIXED PRICE SUB-TASK ORDER UNDER A SUB-IQC THE TEMPLATE MUST BE ADJUSTED TO REFLECT APPLICABLE CLAUSES FROM THE PRIME TASK ORDER

1. Issued by:	2. Issued to:
Chemonics International Inc. (Insert Chemonicsø address) (Insert City, State Zip code)	(Name and address of Subcontractor)
3. Subcontract Number:	
4. Sub-Task Order Number:	
5. Prime Contract and Task Order Number:	
6. Contents	
<p><i>(When you have finished drafting the contents of this task order, click to the left of the TOC and press F9 and toggle to "update entire table" to update the page numbers and section headings below.)</i></p> <p>A.1 TITLE66</p> <p>A.2 BACKGROUND.....66</p> <p>A.3 OBJECTIVE66</p> <p>A.4 STATEMENT OF WORK66</p> <p>A.5 DELIVERABLES AND DELIVERABLES SCHEDULE.....66</p> <p>A.6 TECHNICAL DIRECTIONS67</p> <p>A.7 TERM OF PERFORMANCE.....67</p> <p>A.8 CONTRACT TYPE67</p> <p>A.9 FIRM FIXED PRICE67</p> <p>A.10 USE OF GOVERNMENT FACILITIES AND PERSONNEL Error! Bookmark not defined.</p> <p>A.11 DUTY POST..... Error! Bookmark not defined.</p> <p>A.12 LOGISTIC SUPPORT Error! Bookmark not defined.</p> <p>A.13 AUTHORIZED GEOGRAPHIC CODE..... Error! Bookmark not defined.</p> <p>A.14 EXECUTIVE ORDER ON TERRORISM FINANCING Error! Bookmark not defined.</p> <p>A.15 COMPLIANCE WITH U.S. EXPORT LAWS Error! Bookmark not defined.</p> <p>A.16 Insert IQC/task order specific regulation (e.g., KEY PERSONNEL)68</p> <p>A.17 Insert IQC/task order specific regulation (e.g., Confidentiality) .. Error! Bookmark not defined.</p> <p>A.18 Insert IQC/task order specific regulation (e.g., Language Requirements).. Error! Bookmark not defined.</p> <p>A.19 Insert IQC/task order specific regulation (e.g., Data Ownership/Intellectual Property)..... Error! Bookmark not defined.</p> <p>A.20 Insert Attachment names (e.g., Work Plan, PMP, Branding plan, etc. if required.) Error! Bookmark not defined.</p>	
<p>The Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this subcontract shall be subject to and governed by the following documents: (a) the Subcontract referenced in Block 3 above; (b) this Sub-Task Order; and (c) such provisions and specifications as are attached or incorporated by reference herein.</p>	
Name: Title:	Name: (Insert name of Sr. Vice President, Contracts, or insert RBU SVP if the value of the sub-TO is Ö\$500K) Title: Senior Vice President
(Insert name of subcontractor)	Chemonics International Inc.
By (signature)	By (signature)
Date:	Date:

A.1 TITLE

(Insert the title of the project/task order)

A.2 BACKGROUND

(Insert background/contextual information on the project making sure to tailor information to what the sub needs to know to perform work. This section should describe the overarching goals of the prime contract and/or component or program)

A.3 OBJECTIVE

(Insert specific objectives for THIS sub-task order)

A.4 STATEMENT OF WORK

(Insert statement of work for the Subcontractor specifically, and show how the subcontractor's work ties back to the prime contract's objectives)

A.5 DELIVERABLES AND DELIVERABLES SCHEDULE

a) The Subcontractor shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth below. Deliverables shall be submitted electronically and in hard copy to the individual specified in Section A.6 and shall **insert any language, page, or formatting requirements if applicable.**

Deliverable No. 1: (Deliverable Name)

(Complete description of deliverable No. 1. Focus on the end state, result, report, or product the Subcontractor must achieve in order to be paid, but do not describe processes for achieving it. This description must be complete. Chemonics cannot withhold payment based upon a requirement that is not specified here.)

Deliverable No. 2: (Deliverable Name)

(Complete description of deliverable No. 2. Focus on the end state, result, report, or product the Subcontractor must achieve in order to be paid, but do not describe processes for achieving it. This description must be complete. Chemonics cannot withhold payment based upon a requirement that is not specified here.)

b) Deliverables Schedule

The Subcontractor shall submit the deliverables described above in accordance with the following Deliverables Schedule:

<u>Deliverable No.*</u>	<u>Deliverable Name*</u>	<u>Due Date</u>
1	(Deliverable Name from Section A.5.a)	(Date)
2	(Deliverable Name from Section A.5.a)	(Date)

*Deliverable numbers and names refer to those fully described in Section A.5.a, above.

Chemonics reserves the unilateral right to terminate this fixed price sub-task order at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with FAR Clause 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984).

Chemonics may order changes in the scope of work above pursuant to the Federal Acquisition Regulation (FAR) Clause 52.243-1, Changesô Fixed Price.

A.6 TECHNICAL DIRECTIONS

The Subcontractor shall render the services and produce the deliverables stipulated in Section A.5, above, under the general technical direction of the (specify name and title -- usually COP or other project technical leader) , or his/her designee. The (specify name and title -- usually COP or Program Manager) , or his/her designee will be responsible for monitoring the Subcontractor's performance under this fixed price sub-task order. The Subcontractor shall not communicate directly with USAID during the performance of this fixed price sub-task order.

A.7 TERM OF PERFORMANCE

- a) The period of performance for this sub-task order is from (insert start date) to (insert end date) The Subcontractor shall deliver the deliverables set forth in Section A.5 in accordance with the Statement of Work in Section A.4 to the (designate receiving person) in accordance with the schedule stipulated therein.
- b) In the event that the Subcontractor fails to make progress so as to endanger performance of this fixed price sub-task order, or is unable to fulfill the terms of this fixed price sub-task order by the approved completion date, the Subcontractor shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of this fixed price sub-task order upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service)

A.8 CONTRACT TYPE

This is a firm fixed price (FFP) type sub-task order.

A.9 FIRM FIXED PRICE

(For FFP type, edit the below to tailor based on the prime task order language:)

- a) As consideration for the delivery of all of the products and/or services stipulated in Section A.4 and A.5, Chemonics will pay the Subcontractor a total of (insert amount (if local subcontract amount should be in local currency)). This figure represents the total price of this sub-task order and is fixed for the period of performance outlined in Section A.7, Period of Performance. (Include the following language only if Chemonics will make more than one payment.) Chemonics will pay the total price through a series of installment payments. Chemonics will make each payment subject to Section A.9(c), below, after Subcontractor's completion of the corresponding deliverable indicated in the following table: (Delete the preceding two sentences and the table and asterisk below if total price is to be paid in one payment only.)

Installment Number and Amount	Corresponding Deliverable Number(s) and Name(s)*
-------------------------------	--

1. \$XX,XXX	1. (Deliverable No. 1 Name)
2. \$YY,YYY	2. (Deliverable No. 1 Name)

*Deliverable numbers and names refer to those fully described in Section A.5, above.

- b) Upon (Responsible person's title here) 's acceptance of the contract deliverables described in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule, the Subcontractor shall submit an original invoice to (insert project name) for payment. The invoice shall be sent to the attention of (insert name and designation of person who will receive invoices) and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in (choose either US dollars or specify a local currency if this is a local subcontract), per Section A.9(a), above; and d) payment information corresponding to the authorized account listed in A.9(c), below. Payment will be made according to the terms described in the ordering Subcontract.
- c) (NOTE: if the ordering subcontract includes a clause with the payment account information, this sub-section may be altered to just state that "Chemonics shall remit payment according to the payment terms and any authorized accounts contained in the ordering Subcontract".) Chemonics shall remit payment according to the term specified in the ordering Subcontract and corresponding to approved, complete invoices payable to the Subcontractor via check sent to the Subcontractor's official address or to the following authorized account:
1. Account name: (INSERT Account name provided by the Subcontractor)
 2. Bank name: (INSERT Subcontractor's bank name)
 3. Bank address or branch location: (INSERT Subcontractor's bank address or branch location)
 4. Account number: (INSERT Subcontractor's bank account SWIFT and IBAN reference as applicable)

ADDITIONAL CLAUSES: (Depending on the needs of the task order and the clauses incorporated in our prime task order, the next clauses should be utilized to include specific regulations for the subtask order. Such as: Differentials and Allowances if there are long-term staff; International Travel if travel applies; specific regulations on procurement or restrictions on procurement of non-expendable property; training regulations; key personnel, etc. The project may also need to include workplans, PMPs, or other project data as annexes or in the text of the subtask order. If the prime task order includes additional contract regulations or clauses incorporated by reference, those clauses may need to be flowed down to the subcontractor as well. Please consult Contracts if you are unsure which of the prime-task order clauses or regulations apply to subcontractors.)

(Check the sub-IQC to ensure that the export compliance clauses are included there. If they are not, include them here.)

A.10 Insert IQC/task order specific regulation (e.g., KEY PERSONNEL)