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## **FIXED AMOUNT AWARD**

### **No. 22-21553A-HON.0-2264**

This Agreement (the “Agreement” or “Award”) is made by and between the National Democratic Institute for International Affairs (“NDI” or the “Grantor”), located at 455 Massachusetts Avenue N.W., 8th Floor, Washington D.C. 20001 and **Asociación para una Sociedad más Justa, (“ASJ” or the “Grantee”)**, located at **Colonia Villa Universitaria, sitio La Loma, calle principal, Tegucigalpa, Honduras.**

**ARTICLE I– Authority.** This Agreement is made under the authority provided to NDI on September 30, 2020 by agreement # AID-OAA-L-15-00007 from the **United States Agency for International Development (USAID)** under the Program Number #98.001- USAID Foreign Assistance for Programs Overseas - of the Catalog of Federal Domestic Assistance (CFDA).

**ARTICLE II- Entire Agreement.** This Agreement, including all documents incorporated by reference, and the attached appendices, shall constitute the entire agreement and understanding between the parties.

**ARTICLE III – Term of Agreement.** The term of this Agreement shall be from **July 1, 2022 to December 31, 2022.**

**ARTICLE IV– Purpose and Amount.**

**A. Purpose.** This Agreement allows the Grantee to carry out the work described in Appendix A, “Proposal”. The Grantee is not permitted to use funds for any other purpose without first obtaining written permission from NDI. Award funds shall be used prudently for expenses incurred by the Grantee in carrying out the program milestones.

**B. Amount.** NDI will obligate up to **\$24,996** to the Grantee. The Grantee must spend funds in accordance with Appendix B, "Milestone Reporting and Payment Schedule". NDI is not liable for reimbursing the Grantee for any amount in excess of the obligated amount, or outside of the grant period.

The accomplishment of this award will be based on the completion of the milestones.

**ARTICLE V - Payments.** All Payments will be made in accordance with the Appendix B, "Milestone Reporting and Payment Schedule". No payment will be made without completion of the specified milestone. NDI reserves the right to withhold payment subject to milestone verification. Grantee’s failure to confirm the achievement of a milestone can result in any of the remedies as described in the Article VII, Remedies for Noncompliance.

Milestone payments stated in Appendix B are fixed and might include additional liquidity necessary for completion of the consecutive milestone.

The Grantee must submit the following documents before NDI will make transfers of funds to the Grantee:

- a. Appendix C, “Verification of a Bank Account and Authorization Form”, for the first payment only. The Grantee does not need to submit Appendix C again unless its bank account and/or authorized personnel have changed.
- b. Appendix D, “Milestone Certification and Request for Payment” signed by a person designated in section B of Appendix C.

The Grantee hereby accepts these funds in accordance with conditions contained herein in this Award.

Documentation of milestones, “Milestone Certification and Request for Payment”, or any modification requests should be submitted to National Democratic Institute for International Affairs:

Clay Boggs,  
Senior Program Manager, NDI  
455 Massachusetts Avenue NW, 8<sup>th</sup> Floor  
Washington, D.C. 20001  
Email: [cboggs@ndi.org](mailto:cboggs@ndi.org)

**ARTICLE VI– Compliance.** All funds spent under this Agreement shall be in accordance with the following regulations:

- a. All the terms and conditions of this Agreement;
- b. USAID Mandatory Standard Provisions for Fixed Amount Awards  
<https://www.usaid.gov/sites/default/files/documents/1868/303mat.pdf>
- c. All material laws, regulations and court orders which apply to the Grantee, including:
  - Applicable corrupt practices law,
  - U.S. Economic Sanctions,
  - Applicable laws prohibiting transactions with terrorists or terrorist organizations,
  - Nondiscrimination laws, and
  - Local laws and regulations.

**d. Corrupt Practices Laws and Fraud Prevention.** The Grantee agrees, represents, and warrants that in connection with any business transactions involving NDI, it will not make, offer, or authorize any payment to a governmental or political party official, for the purpose of influencing an official act or decision by such person to obtain, retain, or direct business to any person, in violation of any applicable corrupt practice law.

The Grantee must take all reasonable steps to deter unethical behavior on the part of its directors, employees and volunteers. Specifically, the Grantee must have in place policies and processes that prohibit fraud, bribery, the receipt of inappropriate gratuities and conflict of interest in the

conduct of activities included under this Agreement. The Grantee is responsible for all losses from fraud, bribery, conflict of interest and the receipt of improper gratuities. If Grantee has credible evidence, the Grantee must disclose immediately in writing to NDI all violations of law involving fraud, corruption or false claims (including, but not limited to, bribery, kickbacks, billing for goods and services not provided, embezzlement, theft, and gratuities) bribery, conflict of interest or gratuity violations potentially affecting this award.

The Grantee has a further obligation to cooperate in any investigation related to the alleged fraud conducted by NDI, NDI representatives, USAID or the U.S. Office of the Inspector General. NDI reserves the right, at its discretion, to examine all or a sample of the Grantee's records or transactions related to this Agreement where concerns of implementation irregularities, fraud, bribery or conflict of interest arise.

Failure to make required disclosures or cooperate in any investigation related to the alleged fraud, bribery, the receipt of inappropriate gratuities and conflict of interest in the conduct of activities under this Agreement can result in any of the remedies as described in the Article VII, Remedies for Noncompliance.

**ARTICLE VII– Remedies for Noncompliance.** If the Grantee fails to comply with Federal statutes, regulations or the terms and conditions of this Agreement, NDI may impose additional award conditions. If NDI determines that noncompliance cannot be remedied by imposing additional conditions, NDI may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold payments pending correction of the deficiency by the Grantee.
- (2) Disallow all or part of the milestone if the activity or action not in compliance.
- (3) Wholly or partly suspend or terminate the Agreement.
- (4) Initiate suspension or debarment proceedings.
- (5) Withhold further awards for the project or program.
- (6) Take other remedies that may be legally available.

The Grantee will be notified in writing about such actions.

**ARTICLE VIII – Prior Approvals and Monitoring.** No authorization or amendment of this Agreement shall have any force or effect unless it is in writing and signed by an authorized representative of NDI. Instances in which an authorization subject to this provision is required, include, but are not limited to, the following:

1. Change in project scope
2. Milestones (including amounts, deliverables, time)
3. Changes in project leader/manager  
Project leader approved for this project: **Lester Ramírez Irías**
4. Extension of the end date of the Agreement.

NDI personnel or NDI representatives will conduct monitoring of this award, including site visits as appropriate.

**ARTICLE IX – Title to Property and Procurement.** Purchase of real property is not allowed under this Agreement. Unless otherwise provided in the Appendix B, “Milestone Reporting and Payment Schedule” title to all property purchased to accomplish any milestones under this Agreement vests in the Grantee upon acquisition, with the condition that the Grantee must use the equipment or property for the grant as long as it is needed for such.

The Grantee is not permitted to buy goods or services from any of its directors, employees, agents or consultants, or from any family relative of any such person, without the prior written consent of NDI.

**ARTICLE X – Financial Management, Internal Controls and Record Keeping.** The Grantee should establish strong financial management procedures and must accurately track all payments made with project funds. The Grantee must establish and maintain effective internal control over this award that provides reasonable assurance that the Grantee is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the agreement. The Grantee will maintain records of transactions related to this Agreement for at least three years after payment of the final milestone. After the end of the agreement, NDI retains the right, at its discretion, to examine all or a sample of the Grantee’s milestone records related to the Agreement where concerns of implementation irregularities arise.

**ARTICLE XI – Amendments and Modifications**

No amendment or modification of this Agreement shall have any force or effect unless it is in writing and signed by an authorized representative of NDI and an authorized representative of the Grantee.

NDI may amend existing milestones during the period of this Agreement or increase award amount if conditions affecting the ability of the Grantee to meet the milestone or cost assumptions change for reasons beyond the Grantee’s control. Such conditions may include, but are not limited, to natural causes (“force majeure”) or political upheaval, but they should not be the result of reasonably foreseeable events. Milestone costs modifications might require NDI to examine some of Grantee’s milestone financial records. NDI may also add additional milestones to this award.

**ARTICLE XII – Termination and Suspension**

Either party may terminate this Agreement at any time by providing the other party with written notice ten (10) business days in advance of such termination. NDI reserves the right to terminate this Agreement effective with immediate written notice if USAID discontinues funding for this program.

In the event of such termination, NDI shall pay the Grantee for services rendered to the date of termination, and the Grantee shall return any unspent funds paid by NDI as a part of the milestone payments and provide NDI with any reports or parts thereof, including the materials made under this Agreement prior to the date of termination. NDI reserves the right to inspect Grantee’s accounting records related to this Agreement to determine unspent balance.

If NDI terminates this Agreement, the Grantee may submit a claim within **30** calendar days of such termination for any costs incurred in performance of any unpaid or incomplete milestones. The NDI will determine the amount(s) to be paid to the Grantee under such claim in accordance with the legally applicable Cost Principles, OMB 2 CFR 200, Subpart E.

The Grantee is required to refund NDI any unexpended funds related to a reduction in scope or purpose after the completion of the award. The Grantee must also refund NDI any funds that represent payments for any milestones determined by NDI not to meet the terms and conditions of this award.

Upon written notice of suspension from NDI, Grantee will suspend, delay, or interrupt all or part of the activities as described in the proposal, in accordance with the notice. In such event, upon subsequent written notice from NDI, Grantee will resume work on the suspended activities.

### **ARTICLE XIII- OTHER GENERAL PROVISIONS**

**A. Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the United States of America and the District of Columbia. The parties shall vigorously attempt to settle amicably any difference or dispute arising out of this Agreement before commencing formal dispute resolution process. If good faith negotiations are unsuccessful, the parties agree that any litigation arising out of or relating to this Agreement shall take place in the District of Columbia and that the Parties are subject or will make themselves subject to personal jurisdiction in that court.

### **B. CERTIFICATIONS; ADDITIONAL LEGAL REQUIREMENTS; and REPRESENTATIONS and WARRANTIES**

The Grantee shall provide NDI with the following certifications, representations and warranties and shall comply with the legal requirements described below. By signing the Agreement, the Grantee warrants that it is now and will continue to be in compliance with the requirements of this Article at all times during the Term.

#### 1. Certifications:

a. *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Transactions.*

(i) The Grantee certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the Grantee is unable to certify to the statement in this certification, the Grantee must provide to NDI a written explanation prior to signing the Agreement.

b. *Certification Regarding Terrorist Financing.* The Grantee certifies that it is in compliance with all the U.S. Executive Orders and U.S. laws which prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Grantee to ensure compliance with these executive orders and laws. The following websites contain updated lists of such individuals and organizations: <http://sdnsearch.ofac.treas.gov/> and <https://scsanctions.un.org/search/> and <https://sam.gov/portal/public/SAM/>

c. *Lobbying With Project Funds Certification.* The Grantee certifies, to the best of Grantee's

knowledge and belief, that:

(i) No Project funds have been paid or will be paid, by the Grantee or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any U.S. Federal contract, grant, loan or cooperative agreement; and

(ii) If any funds other than Project funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the underlying U.S. Federal award, the Grantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a requirement for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**C. Confidentiality and Nondisclosure.** Both Parties agree to keep confidential and not use or disclose any information acquired in the performance of this Agreement. The Parties agree further not to use any such information in any bid where the Parties are competing against each other.

**D. Indemnification.** The Grantee is responsible for any and all losses, injuries and/or damage that result from the Grantee's Project activities; NDI is not responsible for and will not pay for any of these losses.

The Grantee shall keep NDI, both during and after the term of this Agreement, fully indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Grantee or any third party, where such loss, damage, injury or death is the result of a wrongful action, negligence, or breach of Agreement by the Grantee including any alleged wrongful use or violation of any copyrighted work or literary property or patented invention, article or appliance. This provision shall survive the termination of this Agreement.

### **ARTICLE XIII – SPECIAL PROVISIONS**

**Timely Disclosure of Fraud, Corruption, or False Claims.** If Grantee has credible evidence that a principal, board member, employee, agent or sub-awardee of the Grantee may have engaged in fraud, corruption or false claims (including, but not limited to, bribery, kickbacks, billing for goods and services not provided, embezzlement, theft, inappropriate gratuities from vendors, participants, government officials or others, and falsification of financial records) related to the funds associated with this Agreement, the Grantee has an affirmative obligation to report these allegations in writing to the Grantor immediately. The Grantee has a further obligation to cooperate in any investigation related to the alleged fraud conducted by NDI, USAID or the U.S. Office of

the Inspector General.

NDI provides a reporting hotline and website to anonymously report fraud, corruption, or false claims. All information will be treated with the utmost confidentiality.

[www.lighthouse-services.com/ndi](http://www.lighthouse-services.com/ndi)

844-450-0004(in US)

800-603-2869(outside of US)

**Conflict of Interest and Code of Conduct.** The Grantee must maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means a situation in which an individual(s) has competing interests or loyalties. Types of activities that can create a possible conflict of interest include:

**Nepotism-** the practice of giving favors to relatives and close friends, often by hiring them.

**Self-dealing** -a situation in which someone in a position of responsibility in an organization has outside conflicting interests and acts in their own interest rather than the interest of the organization.

The officers, employees, consultants or vendors of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from any parties of this award.

The Grantee must disclose any conflict of interest related to this award to NDI within ten (10) calendar days of the discovery of the conflict of interest.

The Grantees' written standards must prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a conflict of interest. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

The Grantee is strongly encouraged to have all employees under this award sign a sign a Code of Conduct.

**A. USAID Marking and Branding.** The Grantee must acknowledge verbally or in writing the support of USAID and the American people in its activities and materials for the Project. The Grantee must use the USAID name and logo on its Project materials as described in NDI's Branding Strategy and Marking Plan (BSMP). The BSMP is included as part of this Agreement as Appendix F.

The Grantee shall notify NDI in advance of any significant changes to the activities and deliverables outlined in the approved BSMP in the event that prior approval or additional exceptions are required from USAID

## **B. SPECIAL CONDITIONS**

**Prohibition on Trafficking in Persons.** The Grantee must not engage in:

a. Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against

- Transnational Organized Crime) during the period of this Agreement;
- b. Procurement of a commercial sex act during the period of this Agreement;
  - c. Use of forced labor in the performance of this Agreement;
  - d. Acts that directly support or advance trafficking in persons.

In the event of a violation of this section of Agreement NDI is authorized to terminate this Agreement, without penalty or pursue any other remedial actions.

**Nondiscrimination Against Beneficiaries (November 2016).** USAID policy requires that the recipient not discriminate against any beneficiaries in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this award on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the recipient to target activities toward the assistance needs of certain populations as defined in the award.

**The recipient must insert this provision in all subawards and contracts under this award.**

**Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (August 2020).** 2 CFR 200.216, "Prohibition on certain telecommunications and video surveillance services or equipment" implements Pub. L. 115-232, Section 889.

USAID has been granted a temporary, limited waiver under Section 889(d)(2) that will allow the Grantee to use award funds for the duration of this award to procure internet, cellular and landline services from communication service-providers who use covered telecommunications. All other costs incurred for covered telecommunications and video surveillance services or equipment, such as phones, video surveillance, and cloud servers specified in 2 CFR 200.216 remain unallowable in accordance with 2 CFR 200.471.

**Interface with USAID/Honduras' Third-Party Monitoring, Evaluation, and Learning Activity.** Under the direction of USAID/Honduras personnel, the Grantee is required to cooperate and allow USAID/Honduras Program Office manages the Monitoring and Evaluation Support for Collaborative Learning and Adapting MESCLA access to activity documentation, planning, monitoring, and other related documents for the purposes of evaluation and learning. The Grantee must interface effectively with MESCLA to provide operational and technical support for project level evaluation and learning, and activity level monitoring and evaluation without superseding the Grantee's responsibilities under this activity award.

**Geographic Data and Cartographic Product Reporting Requirements (GIS).** Throughout Geographic Data collection (where practical and economical) for both, context and performance indicators, the Grantee must include geographic information. Further GIS details will be provided post-award.

**Gender Equity, Gender Based Violence (GBV), and Marginalized Populations.**

USAID has increased efforts to reduce gender inequality, enable women and girls, and other marginalized and vulnerable populations to realize their rights, determine their life outcomes, influence decision-making, and become agents of change in households, communities, and society.



Additionally, due to violence levels in Honduras as measured by the 2011-2012 demographic and health Survey and the number of homicides in recent years, the Agency has designated Honduras as a “priority country for gender-based violence (GBV)”. As a result, USAID/Honduras’ activities are required to make active efforts to increase gender equity, reduce GBV, and increase participation of marginalized populations as relevant to the particular activity and its results.

**Procurement of “Covered Material” (June 2020, updated August 26, 2020, and May 3, 2021)**

1. Except as provided in paragraph 2 below, and notwithstanding anything in this award to the contrary, no funds under this award may be used for the procurement of “Covered Material” as listed below without the prior written from NDI.

For purposes of this provision, “Covered Material” shall consist of the following:

- N95 Filtering Facepiece Respirators, including devices that are disposable, half-face-piece, non-powered, air-purifying particulate respirators intended for use to cover the nose and mouth of the wearer to help reduce the wearer’s exposure to pathogenic, biological, airborne particulates;
- Other Filtering Facepiece Respirators (e.g., those designated as N99, N100, R95, R99, R100, P95, P99, or P100), including single-use, disposable, half- mask respiratory protective devices that cover the user's airway (nose and mouth) and offer protection from particulate materials at an filtration efficiency level equivalent to an N95 filtering facepiece respirator according to Section 84.181 of Title 42 of the Code of Federal Regulations (CFR);
- Elastomeric, air-purifying respirators and appropriate particulate filters/cartridges;
- PPE surgical masks, including masks that cover the user's nose and mouth and provide a physical barrier to fluids and particulate materials;
- PPE gloves or surgical gloves, including those defined at Sections 880.6250 (exam gloves) and 878.4460 (surgical gloves) of Title 21 of the CFR and such gloves intended for the same purposes;
- Ventilators; and COVID-19 test kits that are meant for the United States market.

For clarity, non-medical grade masks, including cloth masks, are not included in the list of Covered Material above. Further, USAID may modify the list of Covered Material from time-to-time, in writing; any such changes to the list shall apply prospectively.

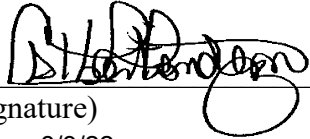
2. The restrictions set forth in paragraph 1 above shall not apply to the procurement of Covered Material:

- (a) for the protection of and use by the recipient’s or sub-recipient’s staff; or
- (b) for the safe and effective continuity of USAID-funded programs, including for the protection of beneficiaries, provided that such items are manufactured locally or in the same geographical region as the country in which USAID is providing assistance, as defined by the U.S. Department of State’s regional system (Africa, East Asia and the Pacific, Europe and Eurasia, Near East, South and Central Asia And Western Hemisphere) and provided that such items are not, and could not reasonably be expected to be, meant for the United States market.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date indicated below.

ACCEPTED BY **Asociación para una  
Sociedad más Justa:**

**Carlos Hernández**  
Executive Director

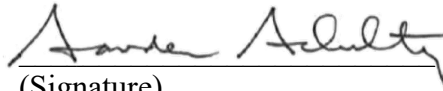


(Signature)

Date: 8/3/22

ACCEPTED BY NDI:

**Sander Schultz**  
Chief Financial Officer



(Signature)

Date: 7/29/22