

FIXED AWARD AMOUNT GRANT AGREEMENT

Between

**Latin America and Caribbean Learning and Rapid Response Task Order (LACLEARN)
implemented by Making Cents International**


And

Asociación para una Sociedad más Justa (ASJ)

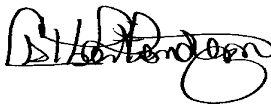
Grant Agreement Number: LAC-APS-003-02

**“Reconsidering Extortion – A Comparative Case Study
From Honduras and Neighboring Countries”**

Making Cents International (hereafter referred to as “Making Cents”) has reviewed your revised application dated September 07, 2021, and we are pleased to inform you that ASJ (hereafter referred to as “the Grantee”) has been selected to receive a fixed amount grant award not to exceed USD 55,000 in support of LACLEARN’s Extortion Assessment in El Salvador, Guatemala, and Honduras (Northern Triangle).

FOR Making Cents International: (Signature) 	
Name: Timothy H. Nourse Title: President	Date: 12/1/2021

Please sign below to acknowledge your receipt and acceptance of this grant:

As a legally authorized representative of the Grantee named below, I certify acceptance of this grant agreement, agreement to all Terms and Conditions listed in the following pages of this grant agreement, and completion of all certifications and forms in Annex 3 of this grant agreement.	
FOR ASJ (Signature) 	
Name: Carlos Alberto Hernández Title: Executive Director	Date: 11/30/2021

SUMMARY SHEET

Grant Total: USD 55,000

Grant Agreement Number: LAC-APS-003-02

Grant Period of Performance: November 2021 – April 2022

Under Contract /TO Name: Latin America and Caribbean Learning and Rapid Response Task Order (LACLEARN)

Under Contract/TO Number: 7200AA19D00006/7200AA20F00015

Grantee Representative: Carlos Alberto Hernández, Executive Director

Grantee Address: Colonia Villa Universitaria, sitio La Loma, Calle Principal.
Tegucigalpa, Honduras

Grantee Phone: +504 2257-3287, +504 2257-3288

Grantee Email: chernandez@asjhonduras.com

Making Cents Representative: Susan Masse
grants@makingcents.com

Making Cents Address: 1350 Connecticut Ave, NW
Suite 410
Washington, DC 20036

Making Cents Phone: 202-783-4090

Technical Contact: Javier Calvo, Chief of Party
javier@developmentpi.com

ANNEXES

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Annex 2. a Grant Budget Restrictions

Annex 2. b Deliverable Payment Schedule

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Annex 5 Required Final Report Format

Annex 6 Grant Completion Certificate Template

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Terms and Conditions

By accepting this grant, the Grantee agrees to the following Terms and Conditions:

I. GRANT AMOUNTS, PAYMENTS, AND AUDITS

- a) The total fixed award amount of this grant is USD 55,000.
- b) The Grantee will be paid fixed amounts associated with the certified accomplishment of specific grant activity deliverables. The deliverables and payment schedule are provided in Annex 2.b.
- c) Requests for payment shall be made to the Grants Manager upon the completion of each deliverable. The Grantee must fill out a Payment Request Form and send it to the Grants Manager using the payment format provided in Annex 4. Payments will be issued by Making Cents directly to the Grantee's bank account within 30 calendar days following approval of Payment Request Forms. Payments will be made via bank transfer in US Dollars and received by grantee in local currency only at the exchange rate used by the banks on the day of payment. Making Cents will not provide compensation for any fees or wire transfer cost charged by the grantee's bank to transfer the payment funds.
- d) The Grantee shall afford authorized representatives of Making Cents the opportunity at all reasonable times to inspect documentation in support of achieved milestones and activities performed under the Agreement.

It is the Grantee's responsibility to ensure that costs incurred are in accordance with the following set of Cost Principles. Costs should be:

Reasonable: Those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.

Allocable: Those costs which are incurred specifically for the award.

Allowable: Those costs which conform to any limitations in the award.

The Grantee must keep original receipts and complete records of all costs charged to the grant in the event that the Agreement must be terminated before completion of all deliverables in accordance with 2 CFR 200.201 (a) 1. Such records must be retained by Grantee for a period of three years after the expiration of the grant and make such records available in case of audit or at the request of Making Cents or USAID. Records must be kept that demonstrate that all purchases made with this grant have been made at reasonable prices and from reliable sources; these may include receipts, timesheets, invoices, plane tickets, and payment reports.

Please note:

- No single item having a useful life over one year and an acquisition cost of \$5,000 or more shall be purchased, and the Grantee will not purchase any goods or services, except as authorized pursuant to 22 CFR 228 or ADS 310 or any applicable waivers.

International travel associated with the grant, and all international travel must comply with the Fly America Act travel restrictions. See section RAA5 of Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations

<https://www.usaid.gov/sites/default/files/documents/303mat.pdf> for details.

2. CERTIFICATIONS AND DUE DILIGENCE

Grant award is contingent upon Grantee completing all certifications and due diligence forms in Annex 3 and being found to be fully eligible to receive a USAID grant. Making Cents cannot sign the grant award without having these

completed forms on file and having reached a conclusion of eligibility based on due diligence review and review of US Government Excluded Parties Lists.

Grantee agrees to submit a signed Completion Certification (Annex 6) within 30 calendar days after its receipt of the last deliverable payment.

3. MONITORING AND EVALUATION

Grantee agrees to collaborate with Making Cents to establish grant monitoring and evaluation standards for Making Cents activities.

4. SITE VISITS

Grantee agrees, upon reasonable notice from Making Cents, to facilitate and assist with any grant activity site visit requested by Making Cents' Grants Manager or designee. Site visits are an important part of effective award management. Site visits by the Grants Manager are encouraged, since they can often be a more effective review of the project as it is implemented. A brief report highlighting the findings of these visits will be provided to Grantee. A copy of each report shall be placed in the official Making Cents grant file.

5. CONFLICT OF INTEREST

All project personnel (including Grantees, Making Cents staff, consultants, suppliers, and/or USAID staff) that participate in a grant should be free of any real or apparent conflict of interest. An individual will be considered to have a financial interest, and therefore a conflict of interest, if any of the following has a financial interest in the grant:

- a) The individual, his/her spouse, minor child, or partner.
- b) A profit or nonprofit organization in which the individual, his/her spouse, minor child, or partner serves as an officer, director, trustee, partner, or employee; or
- c) Any person or organization with whom the individual is negotiating or has an arrangement concerning prospective employment.

If any individual discovers that s/he might have a conflict of interest or the appearance of a conflict of interest with regard to this grant, inform the Grants Manager immediately at grants@makingcents.com.

6. PUBLICATIONS AND MEDIA RELEASES

The Grantee hereby agrees to provide required attribution to USAID funding, or any publications and media materials produced under this grant.

7. BRANDING AND MARKING

Under LACLEARN, all grants awarded include provisions requiring the Grantee to comply with the branding and marking requirements of USAID as defined by Making Cents. Specific guidance about required marking and branding for USAID is available here:

- Marking and Public Communications Under USAID-Funded Assistance: See M2 of Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations <https://www.usaid.gov/sites/default/files/documents/303mat.pdf>, replacing in M2 "USAID Agreement Officer" or "AO" with "Making Cents Grants Manager" in all instances where USAID Agreement Officer or AO is referenced, and replacing in M2 "USAID Agreement Officer's Representative" or "AOR" with "Making Cents Technical Representative" in all instances where USAID Agreement Officer's Representative or AOR is referenced.
- USAID: <https://www.usaid.gov/branding/resources>

Be advised that all documents and printed materials and any grant-related communication materials intended for

an external audience produced by the Grantee shall be marked with the USAID graphics standard as displayed below:



If the Grantee does not comply with the branding and marking requirements of the grant award, Making Cents will take appropriate action, up to and including termination of the grant.

8. CONTROLLING LANGUAGE

English is the controlling language of this grant. If this award or any of its supporting documents are provided in another language, the English language version is the controlling version.

9. PROPRIETARY RIGHTS

All materials produced under the terms of this agreement – written, graphic, film, magnetic tape, or otherwise – shall remain the property of the Grantee. The Grantee, Making Cents, and USAID retain rights to publish or disseminate in all languages, materials arising from such materials, unless otherwise specified in this agreement. The rights and duties provided for in this paragraph shall continue, notwithstanding the termination of the grant or the execution of its other provisions.

10. SUBMISSION OF DATASETS TO THE USAID DEVELOPMENT DATA LIBRARY

The Grantee will comply with all data submission requirements included in M11 of Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations:

<https://www.usaid.gov/sites/default/files/documents/303mat.pdf>,

replacing in M11 “USAID Agreement Officer” or “AO” with “Making Cents Grants Manager” in all instances where USAID Agreement Officer or AO is referenced, and replacing in M11 “USAID Agreement Officer’s Representative” or “AOR” with “Making Cents Technical Representative” in all instances where USAID Agreement Officer’s Representative or AOR is referenced.

11. PROTECTION OF HUMAN RESEARCH SUBJECTS

The Grantee is responsible for safeguarding the rights and welfare of human subjects involved in research under this award and must comply with the Common Federal Policy for the Protection of Human Subjects as found in Part 225 of Title 22 of the Code of Federal Regulations ([22 CFR 225](#)).

The Grantee must assure Making Cents and USAID of its compliance with the requirements set forth in [22 CFR 225](#) by doing one of the following:

- a) Obtaining a Federal-Wide Assurance (FWA) from the US Department of Health and Human Services. Instructions on obtaining an FWA can be found on the Office of Human Research Protection Web site <https://www.hhs.gov/ohrp/register-irbs-and-obtain-fwas/fwas/file-a-new-fwa/index.html> or;
- b) Submitting to the Grants Manager for LACLEARN approval, a written assurance which includes a statement of principles governing the Grantee’s responsibilities, designation of one or more Institutional Review Board (IRB), a list of the IRB members, written procedures which the IRB will follow, and written procedures for ensuring prompt reporting of unanticipated problems to the IRB; or
- c) Submitting to the Technical Representative for LACLEARN approval, a justification memorandum asserting that research conducted outside the United States provides protections at least equivalent to those in [22 CFR 225](#).

Definitions for the purposes of this clause:

- (1) Research means an activity designed to test a hypothesis, permit conclusions to be drawn, and thereby to develop or to contribute to generalizable knowledge.
- (2) Human subject means a living individual about whom an investigator (whether professional or student) conducting research obtains (i) Data through intervention or interaction with the individual, or (ii) Identifiable private information.
- (3) Intervention includes both physical procedures by which data are gathered and the changes to the subject or the subject's environment performed for research purposes.
- (4) Institutional Review Board means a properly constituted ethical committee which will review the research.

LACLEARN staff and consultants may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, LACLEARN may prohibit research which presents unacceptable hazards or otherwise fails to comply with these procedures. Informed consent documents must include the following statement:

"Subject's research records may be independently reviewed by LACLEARN staff and consultants to ensure compliance with USAID requirements for protection of human research subjects."

12. EQUIPMENT AND PERSONAL PROPERTY

Unless otherwise provided in the Grant Activity Description, title to any equipment or personal property purchased to accomplish any deliverables 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.

13. SUB-AGREEMENTS

No lower tier sub-agreements are permitted under the terms of this award.

14. INDEMNIFICATION

- a) Grantee shall defend, indemnify and hold harmless Making Cents, its officers, agents, employees, and/or assignees against any liability, claim, damage, suit, or expense (including reasonable attorney fees) claimed against or incurred by Making Cents based upon or arising solely out of: (1) Grantee's and/or its agents' or employees' infringement or misuse of a patent, copyright, trademark, or other intellectual property right; (2) the personal injury, bodily injury, death, or any other damage to person or property caused by Grantee's and/or its agents' or employees' negligent acts and/or omissions and/or willful misconduct; (3) Grantee's and/or its agents' or employees' fraud, willful misrepresentation, and/or criminal conduct; (4) Grantee's and/or its agents' or employees' noncompliance with applicable laws or regulations; (5) Grantee's and/or its agents' or employees' defective cost or pricing data, or noncompliance with applicable cost accounting standards; (6) Grantee's and/or its agent's failure to compensate, or comply with any applicable labor standards with respect to Grantee's employees; and/or (7) Grantee's breach of this Agreement, or any provision, representation or warranty contained in this Agreement. The provisions of this section shall survive expiration or termination of this Agreement.
- b) Making Cents shall defend, indemnify and hold harmless the Grantee, its officers, agents, employees, and/or assignees against any liability, claim, damage, suit, or expense (including reasonable attorney fees) claimed against or incurred by the Grantee based upon or arising solely out of: (1) the personal injury, bodily injury, death, or any other damage to person or property caused by Making Cents' and/or its agents' or employees' negligent acts and/or omissions and/or willful misconduct; (2) Making Cents' and/or its agents' or employees' fraud, willful misrepresentation, and/or criminal conduct; (3) Making Cents' and/or its agents

or employees' noncompliance with applicable laws or regulations; (4) Making Cents' breach of this Agreement, or any provision, representation or warranty contained in this Agreement. The provisions of this section shall survive expiration or termination of this Agreement.

15. LIABILITY

Making Cents does not assume liability for any third-party claims for damages arising out of this grant.

16. MODIFICATION

Modification of this Grant Agreement requires the mutual written endorsement of Grantee and Making Cents in the form of a Grant Agreement Modification Notice provided in Annex 7.

Types of Modifications:

- a) **Grant Agreement No-Cost Modification:** A written modification will be issued when there is a need for material alteration of a programmatic aspect and when there is no impact on deliverable amounts. An illustrative example would be when the achievement of the grant objective is in jeopardy, and as a result of joint discussions a curative plan is developed to put the activity back on track. That curative plan would be sanctioned by issuance of the notice. Another example would be a modification to the beginning or completion dates of the grant to provide an extension in the event that unforeseen circumstances outside the control of the Grantee impede the Grantee's ability to meet the implementation plan timeline.
- b) **Grant Agreement Cost Modification:** This is a Fixed Award Amount Grant, which means that the Grantee will be paid the exact amount per deliverable indicated in Annex 2b. This amount will not change, regardless of whether actual costs to accomplish the deliverable are higher or lower than negotiated herein. The Grant Agreement Cost will only be modified if a particular deliverable is added or removed. If a deliverable is added, then the payment amount associated with that deliverable will be determined through the review and negotiation of a detailed budget for that deliverable. If a deliverable is removed, then the amount of the payment associated with that deliverable will be subtracted from the grant total.
- c) **Other Modifications:** Other types of modifications may be issued by Making Cents with USAID approval.

17. DISPUTES, TERMINATION, AND SUSPENSION

- a) Making Cents may terminate this award at any time, in whole or in part, with 30 days written notice to the Grantee, whenever it is determined that the Grantee has materially failed to comply with the terms and conditions of the award.
- b) This award may be terminated at any time, in whole or in part, by Making Cents with the consent of the Grantee. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the award to be terminated. The agreement to terminate shall be set forth in a letter from Making Cents to the Grantee.
- c) This award may be terminated at any time in whole or in part by the Grantee upon sending written notification to Making Cents with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if Making Cents determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, Making Cents may terminate the award in its entirety in accordance with paragraphs a or b above.
- d) If at any time USAID determines that continuation of all or part of the funding for a program should be

suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then USAID may directly or through Making Cents, following notice to the Grantee, suspend or terminate this award in whole or part and prohibit the Grantee from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then USAID, directly or through Making Cents, may terminate this award on written notice to the Grantee and cancel that portion of this award which has not been irrevocably committed to third parties.

- e) Making Cents and USAID reserve the right to terminate in whole or in part, or suspend payments, should the Grantee become insolvent during performance of the grant.
- f) Making Cents and USAID reserve the right to terminate this Agreement or take other appropriate measures if the Grantee or a key individual of the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in [22 CFR Part 140](#).
- g) Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the Grantee shall take immediate action to minimize all expenditures financed by this award. The Grantee shall not incur costs after the effective date of termination. Any costs incurred after the effective date of termination will not be reimbursed.
- h) Any dispute under or relating to this grant agreement shall be resolved by the Making Cents Grants Manager and the Grantee's authorized representative.
- i) Any controversy or claim arising out of or relating to this Grant, or the breach thereof, shall be settled by arbitration in Washington, DC as administered by the American Arbitration Association; judgment on the award rendered by the arbitrator(s) shall be final and binding on the parties and may be entered in any court having jurisdiction thereof. The arbitrators shall not be empowered to award damages in excess of compensatory damages, and each party expressly waives and foregoes any right to punitive, exemplary, or similar damages. Each party will bear the cost of its own attorney fees. During the pendency of any controversy or claim hereunder, the Grantee shall proceed diligently with the performance of the Grant, and in accordance with the terms and conditions of this Grant.

18. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS

- a) In carrying out activities under this award, except as authorized by a license issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury, the recipient will not engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered by OFAC or the United Nations (UN), including any individual or entity that is included on the Specially Designated Nationals and Blocked Persons List (<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx/>) or on the UN Security Council consolidated list (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).
- b) Any violation of the above will be grounds for unilateral termination of the agreement.
- c) The Grantee must include this provision in all subawards and contracts issued under this award.

19. TRAFFICKING IN PERSONS

- a) The Grantee is reminded that Section 106(g) of the Trafficking Victims Protection Reauthorization Act of 2003 prohibits the Grantee from engaging in all of the following activities:

1. 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 grant.
 2. Procuring a commercial sex act during the period that the grant is in effect.
 3. Using forced labor in the performance of the grant.
- b) For purposes of this provision, “employee” means an individual who is engaged in the performance of this grant as a direct employee, consultant, or volunteer of the Grantee.
 - c) If the Grantee or any of its employees is found to have engaged in any of the activities described in a.1 – a.3 of this provision, this grant may be terminated without penalty.
 - d) The Grantee agrees to inform Making Cents immediately of any information it receives from any source alleging a violation of a prohibition of this paragraph.

20. CHILD SAFEGUARDING

The Grantee will abide by the Child Safeguarding principles as listed in M13 of Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations - A Mandatory Reference for ADS Chapter 303 <https://www.usaid.gov/sites/default/files/documents/303mat.pdf>. Making Cents will provide the Grantee Making Cents’ Adult and Child Protection Policy and Standards.

21. VOLUNTARY POPULATION PLANNING ACTIVITIES

The Grantee will abide by the Voluntary Population Planning Activities requirements as listed in M7 of <https://www.usaid.gov/sites/default/files/documents/303mat.pdf>.

22. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS

- a) Faith-Based Organizations Encouraged.
Faith-based organizations are eligible, on the same basis as any other organization, to participate in any USAID program for which they are otherwise eligible. Neither USAID nor entities that make and administer subawards of USAID funds shall discriminate for or against an organization on the basis of the organization’s religious character or affiliation. Additionally, religious organizations shall not be disqualified from participating in USAID programs because such organizations are motivated or influenced by religious faith to provide social services, or because of their religious character or affiliation.

Decisions about awards of USAID financial assistance must be free from political interference or even the appearance of such interference. Awards must be made on the basis of merit, not the basis of the religious affiliation of an applicant, or lack thereof. A faith-based organization may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, within the limits contained in this provision. For more information, see the USAID Faith-Based and Community Initiatives Web site and 22 CFR 205.1.

- b) Explicitly Religious Activities Prohibited.
 - (1) Explicitly religious activities include activities that involve overt religious content such as worship, religious instruction, prayer, or proselytization.
 - (2) The recipient must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in explicitly religious activities, the activities must be offered separately, in time or location, from any programs or services directly funded by this award, and participation must be voluntary for beneficiaries of the programs or services funded with USAID assistance.

- (3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, as recipients or sub awardees, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID-funded activities.
- (4) Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services:
 - (i) May retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support or engage in any explicitly religious activities or in any other manner prohibited by law;
 - (ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols; and
 - (iii) May retain its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- c) Implementation in accordance with the Establishment Clause: Nothing in this provision shall be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.
- d) Discrimination Based on Religion Prohibited: The recipient must not, in providing services, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, refusal to hold a religious belief or a refusal to attend or participate in a religious practice.
- e) A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1 is not forfeited when the organization receives financial assistance from USAID.
- f) The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.
- g) This provision must be included in all subawards under this award.

23. NONDISCRIMINATION AGAINST BENEFICIARIES

- a) 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 Grantee to target activities toward the assistance needs of certain populations as defined in the award.
- b) The Grantee must insert this provision, including this paragraph, in all subawards and contracts under this award.

24. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS

a) Definitions:

“Grant agreement” has the meaning given in [2 CFR Part 200](#).

“Grantee or Recipient” means a non-federal entity that receives a Federal award as defined in [2 CFR Part 200](#).

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the recipient requires any of its employees or subrecipients to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that recipient employees or subrecipients sign at the behest of a Federal agency.

“Subaward” has the meaning given in [2 CFR Part 200](#).

“Subrecipient” has the meaning given in [2 CFR Part 200](#).

- b) The Grantee must not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).
- c) The Grantee must notify current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
- d) The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision.
- f) The Grantee must include the substance of this provision, including this paragraph (f), in subawards and contracts under such awards.

25. MANDATORY DISCLOSURES

Consistent with 2 CFR §200.113, the Grantee must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the Making Cents Grants Manager, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent to:

U.S. Agency for International Development
Office of the Inspector General
P.O. Box 657

Washington, DC 20044-0657
Phone: 1-800-230-6539 or 202-712-1023
Email: ig.hotline@usaid.gov
URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>.

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321). The Grantee must include this mandatory disclosure requirement in all subawards and contracts under this award.

26. RESPONSIBILITY

The Grantee has full responsibility for the conduct of the project or activity supported under the award and for adherence to the award conditions. Although the Grantee is encouraged to seek the advice and opinion of the Grants Manager on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound technical and administrative judgments and should not imply that the responsibility for operating decisions has shifted to Making Cents. The Grantee is responsible for notifying Making Cents about any significant problems relating to the administrative, technical, or financial aspects of the award. Any changes to the Grantee's organizational or contact information (officers, address, phone number, etc.) shall be conveyed to Making Cents in writing prior to becoming effective or as soon as reasonably feasible thereafter. No changes or modifications to this agreement will be made effective until approved in writing by the Grantee and Making Cents by amendment to the agreement.

27. HEADINGS

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

28. ENTIRE AGREEMENT

This Agreement, together with all attachments and incorporated provisions, shall constitute the entire agreement of the parties, and supersedes all previous and contemporaneous agreements or representations, whether written or oral, with respect to the grant description and deliverables specified herein.

ANNEX I: ASJ PROPOSAL

USAID Latin America and Caribbean Learning and Rapid Response (LACLEARN)

Grants Program Concept Note

I. Cover Page

Please provide information below in the format as presented in this Application Cover Form, typed in 11-point font, in English. The completed form shall be approximately three (3) pages, including this cover page and should not exceed the word limits as indicated throughout this template.

Project Title: Reconsidering Extorsion – A Comparative case study from Honduras & neighboring countries.

Project Approach Type (See APS Section 3.2):

Set 1, Research & Analysis **Set 2, Rapid Response Programming**

Name of Organization: Asociación para una Sociedad más Justa (ASJ)

Organization's Address: Residencial Villa Universitaria, Calle principal, contiguo Escuela Nacional de Música

Zip/PO Box: N/A **City/District:** Tegucigalpa **Country:** Honduras

Contact Person Name: Kurt Ver Beek

Position/Title: Co-founder of ASJ and President of the Board of Directors

Phone: (504) 9968-9931 **WhatsApp/Skype (optional):** WhatsApp (504) 9968-9931

Email: kverbeek@asjhonduras.com **Preferred contact method:** Email

Please describe your organization (Check all that apply):

<input type="checkbox"/> International Non-governmental (NGO)	<input type="checkbox"/> University / Thinktank
<input checked="" type="checkbox"/> National Non-governmental (NGO)	<input type="checkbox"/> People with disabilities-led*
<input checked="" type="checkbox"/> Faith-based organization	<input type="checkbox"/> Women-led**
<input type="checkbox"/> For-profit company	<input type="checkbox"/> Other:

* To be considered a people with disabilities-led organization, the majority of your organization's leadership staff must be people with disabilities.

** To be considered a women-led organization, the majority of your organization's leadership staff must be women.

Brief Purpose / Mandate of Organization (Limit 50 Words):

Promote justice and peace in alliance with civil society, generating structural changes in the security, health and education sectors to achieve a more just society in favor of the most vulnerable.

Total Funding Requested (in USD): 55,000.00 **Project Duration (months):** 6

Proposed Start Date: November 2021 **Proposed End Date:** April 2022

2. Background & Needs Statement - (maximum 200 words)

Extortion is one of the crimes that most impact citizen security in Honduras. Extortion multiplies in a series of violent crimes,¹ shrinking businesses' ability to grow² and harming vulnerable communities' potential to thrive, in some cases triggering forced migration,³ thereby haltering social and economic development. The dominant

narrative is that the two largest gangs⁴ commit almost all acts of extortion and that the Honduran police authorities are entirely ineffective at combating these acts. However, several emblematic cases⁵ and data points suggest this narrative is inaccurate or incomplete: A large multinational corporation in San Pedro Sula (SPS) found that employees rather than gangs drove between 80-90% of their cases of extortion;⁶ a transportation cooperative in Tegucigalpa was paying USD10,000 per month to five gangs before COVID-19 lockdowns and now pays USD640 to one gang; a taxi company in SPS reports similar patterns. In all three cases, victims report growing trust in the National Anti-Maras and Gangs Force (FNAP), and in recent years, the number of extortion acts dropped by almost half, while 76% of courts verdicts included a conviction.⁷ If the dominant narratives are imprecise/outdated, then the allocated resources and strategies devoted to reducing extortion would have to be reconsidered. ASJ already has extensive knowledge about these emblematic stories and contacts in place to dig deeper and obtain a more comprehensive understanding of what is going on and how it affects the most vulnerable.

3. Proposed Activity & Approach - (maximum 350 words)

This research project will employ a mixed methods approach to explore relevant patterns of how extortion manifests across regions of Honduras and compare those to El Salvador and Guatemala. First we will conduct a state-of-the-art literature review to ensure we build on previous research and identify key findings and gaps in knowledge. Secondly, we will conduct a series of in-depth case studies to identify emblematic extortion cases and their trends, looking across different areas of the country and its impact on women and other traditionally marginalized groups. Particularly, we will look into how women are not only victims, but increasingly also pushed/used as perpetrators of extortion, which has been well documented in Guatemala, and whether they have a gang-relation or not. Thirdly, we will request access to official datasets from FNAMP to explore these patterns and emblematic cases quantitatively. FNAMP has previously asked ASJ to conduct an evaluation of their institution so we are confident they will share this data with us. We will also utilize our own database of extortion cases from our Peace and Justice Program. (see section 4) Fourthly, we will employ journalists in Guatemala and El Salvador to explore to what extent the emblematic cases and patterns identified in our qualitative and quantitative research components are repeated or not in those countries, and possible explanations as to why. This increases the scope and potential impact of the research project significantly. Finally, we will produce a comprehensive report and socialize it with key actors to guide policy makers and project implementers to better address and combat extortion in Honduras and the region.

4. Organizational Information and Capacity - (maximum 200 words).

ASJ is a Honduran NGO and chapter of Transparency International, with 21-years of experience and 79 employees. ASJ and its partners work in high-level advocacy towards public institutions, pressure against corruption, violence and impunity, investigations, capacity-building of institutions at national level, as well as justice and security projects at community level.

ASJ track record in security and justice:

1. Irregular migration drivers (2021). Study alongside with Cristosal (El Salvador).
2. [Behind the Badge \(2020\)](#). The research project measures police legitimacy, outcomes and the effects of the Police Purge in Honduras.
3. [Study of gangs in Honduras \(2019\)](#). The study focusses its attention on public policies, state institutions, communities, and actors that in one way or another intervene or interact with Honduran gang structures.
4. Peace and Justice program (2014-2019). ASJ worked with [families and witnesses of homicides](#) as well as the [police and Prosecutor's Office](#) to [reduce homicide rate and impunity](#) in [most violent communities in Tegucigalpa and San Pedro Sula](#).
5. Member the [Special Police Purge Commission](#)—resulted in national police reforms, purging of more police officers and presented more than 200 cases of [corrupt police officers](#) to the Prosecutors Office.

ANNEX 2.A: GRANT BUDGET RESTRICTIONS

Please note that the following costs are ineligible costs under this grant:

- Any purchase that is not necessary to execute the grant activity.
- Profit or fee.
- Alcoholic beverages.
- Items having a value of \$5,000 or more (under simplified grants).
- Fines, penalties, previous obligations or bad debt.
- Activities that contribute to the destruction, deterioration, or the degradation of natural resources and/or environment.
- Illegal activities as defined by the host country and/or USAID.
- Subsidies to organizations that are not legally recognized.
- Ceremonies, celebrations, parties, gifts or gratuities.
- Infrastructure or construction activities.
- Purchases of goods or services restricted or prohibited under US Government (USG) source/origin regulations. (Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan and Syria). This list is non-exclusive, and the grantee will be required to follow and comply with the most recent list which can be found on the OFAC website at: <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.
- Purchases of prohibited goods such as military equipment, police equipment, commodities and services for support of police and other law enforcement activities, surveillance equipment, abortion equipment and services, luxury goods, gambling equipment, climate / weather modification equipment.
- Purchase of restricted goods such as agricultural products, pesticides, fertilizer, motor vehicles, pharmaceutical and contraceptive items, used equipment, US Government-owned excess property, and surplus equipment.

ANNEX 2.B: DELIVERABLE PAYMENT SCHEDULE

The Grantee will be paid a set amount upon programmatic accomplishment of the following identified and established grant deliverables:

No.	Required Deliverable(s)	Description	Completion Due Date	LACLEARN Funding Amount
1	Revised work plan and timeline	Reflects the final project plan and any changes to the original proposal, as discussed during the call with LACLEARN	30 days after start date	USD 18,000
2	Presentation and Excel matrix of sources, methodologies, and findings in literature review Tools for conducting interviews	Summarizes recent research on extortion in the Northern Triangle, with most focus on Honduras Tools focus on guiding questions and confidentiality and security concerns	90 days after start date	USD 15,000
3	Presentations of preliminary findings reports from each component	Key findings and perceptions from interviews and sample of trends and key data points from qualitative data analysis	5 months after start date	USD 12,000
4	Final report	A final report including a cumulative overview.	6 months after start date	USD 10,000
TOTAL				USD 55,000

ANNEX 2.C: SPECIAL AWARD CONDITIONS

Gender Considerations:

ASJ needs to work with LACLEARN's Gender Advisor to improve gender considerations in their proposed project.

ANNEX 3: REQUIRED CERTIFICATIONS AND DUE DILIGENCE FORMS

3a – Certification Regarding Terrorist Financing - Implementing Executive Order 13224

3b – Certification Regarding Lobbying and Statement for Loan Guarantees and Loan Insurance

3c– Certification of Recipient

3d – Contractor’s Certification on Compliance with National Defense Authorization Act (NDAA) - NDAA 889-Representation-Form-with-Clauses

3e -System for Award Management and OFAC Sanctions List Search

3a – Certification Regarding Terrorist Financing - Implementing Executive Order 13224

CERTIFICATIONS AND ASSURANCES

Certification Regarding Terrorist Financing, Implementing Executive Order 13224

By signing and submitting this form, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3. The Certification in the preceding sentence will not be deemed applicable to material support or resources provided by the Recipient pursuant to an authorization contained in one or more applicable licenses issued by the US Treasury's Office of Foreign Assets Control (OFAC).
2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
 - a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by OFAC and is available online at OFAC's website: <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
 - b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
 - c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
 - d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification-
 - a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
 - (i) "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.

(ii) "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge

b. "Terrorist act" means-

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

Signature  Firmado digitalmente por CARLOS ALBERTO HERNANDEZ MARTINEZ Fecha: 2021.09.06 09:27:05 -06'00' Date _____

Name, Title Carlos Hernández, Executive Director

Organization Asociación Para una Sociedad más Justa (ASJ)

3b – Certification Regarding Lobbying and Statement for Loan Guarantees and Loan Insurance

Certification Regarding Lobbying


The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

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

Statement for Loan Guarantees and Loan Insurance

"The undersigned states, to the best of his or her knowledge and belief, that: If any 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 this commitment providing for the United States to insure or guarantee a loan, the undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."


Firmado digitalmente
por CARLOS ALBERTO
HERNANDEZ MARTINEZ
Fecha: 2021.09.06
09:28:44 -06'00'

Signature _____ Date _____

Name, Title Carlos Hernández, Executive Director

Organization Asociación Para una Sociedad más Justa (ASJ)

3c – Certification of Recipient

Certification of Recipient

To: Making Cents International

I, Carlos Alberto Hernández, Executive Director, as a legally authorized representative of Asociación para una Sociedad más Justa (ASJ) do hereby certify that, to the best of my knowledge and belief, this organization's management and other employees responsible for their implementation are aware of the requirements placed on the organization by OMB Circulars, and Federal and USAID regulations with respect to the management of, among other things, personnel policies (including salaries), travel, indirect costs, and procurement under this agreement and I further certify that the organization is in compliance with those requirements and other applicable U.S. laws and regulations.

I, we, understand that a false, or intentionally misleading certification could be the cause for possible actions ranging from being found not responsible for this award, termination of award, or suspension or debarment of this organization in accordance with the ADS 303 Standard Provision for Non-US Nongovernmental Organizations (for in-kind, standard, and simplified grants) entitled "Award Termination and Suspension" and the ADS 303 Standard Provision for Fixed Obligation Grants to Nongovernmental Organizations entitled "Debarment and Suspension."

I, we, further agree that by signing below, we provide certification and assurance for the following:

- (1) Certification Regarding Terrorist Financing
- (2) Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs (This certification applies to non-US organizations if any part of the proposed program will be undertaken in the US)
- (3) Certification Regarding Lobbying

These certifications and assurances are given in consideration of and for the purpose of obtaining any and all US Federal grants, loans, contracts, property, discounts, or other US Federal financial assistance extended after the date hereof to the recipient by Making Cents International, including installment payments after such date on account of applications for US Federal financial assistance which was approved before such date. The recipient recognizes and agrees that such US Federal financial assistance will be extended in reliance on the representations and agreements made in these assurances, and that the United States will have the right to seek judicial enforcement of these assurances. These assurances are binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the recipient.

I declare under penalty of perjury that the foregoing is true and correct.

Signature  Date _____
Firmado digitalmente por CARLOS ALBERTO HERNANDEZ MARTINEZ Fecha: 2021.09.06 09:29:02 -06'00'

Name, Title Carlos Hernández, Executive Director

Organization Asociación Para una Sociedad más Justa (ASJ)

3d – Contractor's Certification on Compliance with National Defense Authorization Act (NDAA) - NDAA 889-Representation-Form-with-Clauses

**CONTRACTOR'S CERTIFICATION ON COMPLIANCE WITH
NATIONAL DEFENSE AUTHORIZATION ACT (NDAA)**

I Carlos Alberto Hernández Martínez, certify that
(First and Last name, type or print)

I am the Executive Director and Legal Representative, of
(Official Title, type or print)

the Asociación para una Sociedad más Justa (ASJ)
(Company Legal Name, Address, City, Postal Code, Country, type or print)

I completed enclosed representations and certifications related to NDAA Act accurately up to the my best knowledge.

By signing this form I certify that misleading or inaccurate information represents violation of False Claims Act and may result to immediate cancellation or termination of current or future contract with the U.S. Government.



(Company Seal)

Signature

Firmado digitalmente
por CARLOS ALBERTO
HERNANDEZ MARTINEZ
Fecha: 2021.09.06
09:13:27 -06'00'

Date (MM/DD/YYYY)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

- (a) Definitions. As used in this provision—
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the

meanings provided in the clause 52 204.25 Prohibition on Contracting for Certain

shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

- (e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer: (i) For covered equipment—
- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
 - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (ii) For covered services—
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 - (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
- (i) For covered equipment—
- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
 - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
- (ii) For covered services—
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 - (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES REPRESENTATION (DEC 2019)

- (a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.
- (c) Representation. The Offeror represents that it does, X does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

3e – System for Award Management and OFAC Sanctions List Search



ASOCIACION PARA UNA SOCIEDAD MAS JUSTA

DUNS Unique Entity ID 850661463	SAM Unique Entity ID VE73UWKN43Q1	CAGE / NCAGE SRX85
Purpose of Registration Federal Assistance Awards Only	Expiration Date Dec 2, 2021	Registration Status Active
Physical Address Res El Trapiche 2DA Entrada D25 Tegucigalpa Honduras	Mailing Address Colonia Villa UNIVERSITARIA, Sitio La Loma Tegucigalpa, Francisco Morazan 11101 Honduras	

Business Information

Doing Business as NON PROFIT ORGANIZATION - HUMAN RIGHTS ASSISTANCE	Division Name (blank)	Division Number (blank)
Congressional District Not Applicable	State / Country of Incorporation (blank) / Honduras	URL http://www.asjhonduras.com

Registration Dates

Activation Date Jun 5, 2020	Submission Date Jun 5, 2020	Initial Registration Date Jul 16, 2012
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Feb 1, 1998	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Other	Entity Type Business or Organization	Organization Factors Foreign Owned
Profit Structure Non-Profit Organization		

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
---	-------------------------------------



OFAC
Office of Foreign Assets Control

Sanctions List Search

This Sanctions List Search application ("Sanctions List Search") is designed to facilitate the use of the Specially Designated Nationals and Blocked Persons list ("SDN List") and other sanctions lists administered by OFAC, including the Foreign Sanctions Evaders List, the Sectoral Sanctions Identifications List, the List of Foreign Financial Institutions Subject to Correspondent Account or Payable-Through Account Sanctions, the Non-SDN Palestinian Legislative Council List, the Non-SDN Menu-Based Sanctions List, and the Non-SDN Communist Chinese Military Companies List. Given the number of lists that now reside in the Sanctions List Search tool, it is strongly recommended that users pay close attention to the program codes associated with each returned record. These program codes indicate how a true hit on a returned value should be treated. The Sanctions List Search tool uses approximate string matching to identify possible matches between word or character strings as entered into Sanctions List Search, and any name or name component as it appears on the SDN List and/or the various other sanctions lists. To aid users of the tool, Sanctions List Search contains a feature entitled "Minimum Name Score" that functions on a sliding scale, allowing for a user to set a threshold (i.e., a fuzziness rating) for the closeness of any potential match returned as a result of a user's search. This feature enables Sanctions List Search to detect certain misspellings or other incorrectly entered text, and will return near, or proximate, matches, based on the confidence rating set by the user via the slider-bar. OFAC does not provide recommendations with regard to the appropriateness of any specific confidence rating. Sanctions List Search is one tool offered to assist users in utilizing the SDN List and/or the various other sanctions lists; use of Sanctions List Search is not a substitute for undertaking appropriate due diligence. The use of Sanctions List Search does not limit any criminal or civil liability for any act undertaken as a result of, or in reliance on, such use.

[Download the SDN List](#)

[Sanctions List Search: Rules for use](#)

[Visit The OFAC Website](#)

[Download the Consolidated Non-SDN List](#)

[Program Code Key](#)

Lookup

Type:	<input type="text" value="Entity"/>	Address:	<input type="text"/>
Name:	<input type="text" value="asociación para una sociedad más just"/>	City:	<input type="text"/>
ID #:	<input type="text"/>	State/Province*:	<input type="text"/>
Program:	<div style="border: 1px solid gray; padding: 2px;"> All 561-Related BALKANS BELARUS </div>	Country:	<input type="text" value="All"/>
Minimum Name Score:	<input type="range" value="100"/> <input type="text" value="100"/>	List:	<input type="text" value="All"/>
		<input type="button" value="Search"/> <input type="button" value="Reset"/>	

Lookup Results: 0 Found

Name	Address	Type	Program(s)	List	Score
Your search has not returned any results.					

* U.S. states are abbreviated on the SDN and Non-SDN lists. To search for a specific U.S. state, please use the two letter U.S. Postal Service abbreviation.

SDN List last updated on: 9/30/2021 1:37:34 PM
Non-SDN List last updated on: 8/20/2021 1:38:11 PM

ANNEX 4: PAYMENT REQUEST FORM

PAYMENT REQUEST FORM

Grantee:	Asociación para una Sociedad más Justa (ASJ)
Grant Number:	LAC-APS-003-02
Payment Request Date:	
Payment Request Amount:	
Payment Request Corresponding to Deliverable (Number and Description):	
Total Grant Amount:	
Total of Previously Requested Amounts:	
Balance of Grant Remaining:	

I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

Certified by Grantee:

Signature:
Name:
Title:
Date:

Reviewed and Approved by Making Cents International:

Signature:
Name:
Title:
Date:
Project Code: 573-3/5594

ANNEX 5: REQUIRED GRANTEE FINAL REPORT FORMAT

Grant Title: Reconsidering Extortion – A Comparative Case Study from Honduras and Neighboring Countries		
Grantee: ASJ		
LACLEARN Grant Number: LAC-APS-003-02		
Grant Location:	Grant Amount:	USD 55,000
Start Date:	End Date:	
Grantee Representative:		
Tel:	Email:	

This form is intended to provide the grantee organization with the method to communicate valuable information on the experience gained during implementation of the grant activity.

- 1) Please provide a short summary of your project’s implementation to include the objective and outcomes achieved. Please include country/countries covered by the project. The answer to this question should reflect the information included in the Grantee’s answer to question #13 in the accepted application as incorporated into the grant agreement as Annex I.
- 2) Please describe how youth were engaged in your project.
- 3) Please provide a short summary of the project successes, problems and any lessons learned.
- 4) Please describe how you expect to disseminate and create awareness of your project deliverables.
- 5) Please describe how this grant has contributed to your organization’s capacity building.
- 6) Please describe how this grant has raised the visibility of your organization.
- 7) Please indicate your level of satisfaction with LACLEARN processes in implementing this grant (select one from the following): __Not Satisfied, __Satisfied, __Very Satisfied
How could the grant process be improved for future grantees?

The information contained in this report is true and accurate to the best of my knowledge.

Signature

Date

ANNEX 6: GRANT COMPLETION CERTIFICATE TEMPLATE

[To be sent to Grantee by Making Cents International after final deliverable payment sent]
LACLEARN Project implemented by Making Cents International

Grant Title: Reconsidering Extortion – A Comparative Case Study from Honduras and Neighboring Countries	
Grantee:	ASJ
LACLEARN Grant Number: LAC-APS-003-02	
Start Date:	End Date:
Grantee Representative:	

With reference to the Fixed Award Amount Grant Agreement that was entered into with LACLEARN, in my capacity as the Grantee I hereby certify that:

Technical Completion—With reference to all material aspects of our technical proposal, and any subsequent jointly agreed-upon modification(s), my organization have achieved the stated grant objective and verifiable results as presented in Annex I of the Grant Agreement with the exception of the following:
<<(INSERT HERE IF ANY)>>

Grant Activity Completion Report—With reference to Grant Annex 5, the subject report has been submitted and accepted by LACLEARN Grants Manager.

Total of Deliverable Payments Received: <<list in USD>>

Thus, it is hereby agreed by the grantee and LACLEARN that all technical, administrative, and financial aspects of the referenced LACLEARN Fixed Award Amount Grant Agreement, <<with the exception of Grant (INSERT HERE IF ANY)>>, have been brought to a condition of completion, and as such, neither the Grantee nor LACLEARN has any further obligations of any nature with regard to the Grant Agreement.

On Behalf of LACLEARN:

Name, Title

Date

ASJ:

Name, Title

Date

ANNEX 7: GRANT AGREEMENT MODIFICATION TEMPLATE

GRANT AGREEMENT MODIFICATION NO. <<XX>>

Between

LACLEARN Project implemented by Making Cents International

And

ASJ

Grant Agreement Number:

LAC-APS-003-02

“Reconsidering Extortion - A Comparative Case Study from Honduras and Neighboring Countries”

A. Description and justification of technical changes:

(describe changes here)

B. Changes to Grant Agreement incorporated by this modification:

(detail changes here)

Statement of Agreement

The above changes and/or additions are to be attached to and made part of the current Grant Agreement. All other terms and conditions of the original Grant Agreement remain in effect without modification. The signatures below indicate that both parties have fully and unconditionally have accepted this modification on the date indicated above.

On Behalf of LACLEARN:

Name, Title

Date

ASJ:

Name, Title

Date