**ASSURANCES AND CERTIFICATIONS**

**H.1. Reserved**

**H.2. Reserved**

**H.3. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)**

Palladium reserves the right to terminate the Grant, demand a refund, or take other appropriate measures if Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140. In addition, if there are Covered Participants, Palladium reserves the right to terminate the Grant or take other appropriate measures with respect to any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.

**H.4. Certification Regarding Support to Terrorists**

1. The undersigned represents, to the best of its knowledge, that:

Except as otherwise disclosed to Palladium and USAID in writing and included with this application, the applicant did not, within the previous three years, knowingly engage in transactions with, or provide material support or resources to, any individual or entity who was, at the time, subject to sanctions administered by the Office of Foreign Assets Control (OFAC) within the U.S. Department of Treasury pursuant to the Global Terrorism Sanctions Regulations (31 CFR Part 594), and the Foreign Terrorist Organizations Sanctions Regulations (31 CFR Part 597), or sanctions established by the United Nations Security Council, collectively, “U.S. or U.N. sanctions.” Note: Palladium intends to retain the information disclosed pursuant to this paragraph in any award file and use it in determining whether to provide the applicant with an assistance award. Palladium and USAID will not make such information available publicly unless required by law.

1. The representation in paragraph (1) does not apply to:

(a) Transactions entered into or material support and resources provided pursuant to an OFAC license;

(b) The furnishing of USAID funds, or USAID-financed commodities or other assistance, to the ultimate beneficiaries of USAID-funded humanitarian or development assistance, such as the recipients of food, non-food items, medical care, micro-enterprise loans or shelter, unless the applicant knew or had reason to believe that one or more of these beneficiaries was subject to U.S. or U.N. terrorism-related sanctions; or

(c) The procurement of goods and/or services by the Grantee acquired in the ordinary course of business through contract or purchase, such as utilities, rents, office supplies, or gasoline, unless the applicant knew, or had reason to believe, that a vendor or supplier of such goods and services was subject to U.S. or U.N. sanctions. This certification includes express terms and conditions of the award, and any violation of it will be grounds for unilateral termination of the agreement by Palladium or USAID. This certification does not preclude any other remedy available to the Palladium or USAID.

(3) For purpose 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.

1. “Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
2. “Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.

(b) “Entity” means a partnership, association, corporation, or other organization, group, or subgroup.

**H.5. Reserved**

**H.6 Representation Regarding a Delinquent Tax Liability or a Felony Criminal Conviction**

Grantee hereby represents and certifies that it is not an organization that (1) was convicted of a felony criminal violation under a US Federal law within the preceding 24 months; or (2) has any unpaid US Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**H.7. Certification Regarding Debarment and Suspension**

Grantee hereby represents and certifies that Grantee and its “principals” (as such term is defined in USAID Standard Provision M12, “Debarment and Suspension”):

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or otherwise excluded or disqualified from doing business with any US Government entity;
2. Have not been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;
3. Are not presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in the preceding paragraph; and
4. Have not had one or more agreements funded by the US Government terminated for cause or default within the preceding three years.

**H.8. Prohibition on Providing Federal Assistance to Entities That Require Certain Internal Confidentiality Agreements - - Representation (April 2015).**

Grantee represents that it does not require its employees, subawardees, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subawardees, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

**H.9. Notification of Changes; Additional Representations, Certifications and Assurances.**

Grantee hereby covenants and agrees as follows:

1. Grantee shall fully comply with all representations, certifications and assurances stated above or elsewhere in the Grant and shall ensure that any status represented, warranted or certified by Grantee will continue throughout the Grant Term. Grantee shall notify Palladium immediately in writing in the event of any failure or inability to so comply, any change in any such status, or any other circumstance that renders a representation, certification or assurance inaccurate or incomplete. If Grantee fails to comply with the foregoing, Palladium shall be entitled to terminate this Grant, in whole or in part, for material noncompliance.
2. To the extent required by applicable law, regulation or policy, Grantee agrees to require contractors and subrecipients to make representations and certifications similar to those made by Grantee in accordance with this Grant. Grantee also agrees to provide, upon request, any additional standard certifications, representations, assurances or statements that USAID may require or Palladium in its discretion may deem necessary or appropriate.

**H.10. Certification of Grantee**

By the signature of its duly authorized representative below, Grantee provides the representations, certifications, assurances and covenants set out above (collectively, “certifications”) in consideration of and for the purpose of obtaining US Federal assistance extended to Grantee by USAID through Palladium. Grantee recognizes and agrees that such assistance is extended in reliance on the certifications and that Palladium and/or the US Government will have the right to seek judicial enforcement of the certifications. The certifications are binding on Grantee, its successors, and permitted transferees and assignees. Grantee further represents and certifies that the person whose signature appears below is authorized to sign the certifications on behalf of Grantee.

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| --- | --- |
| Grantee Name: | Click here to enter text. |
| Authorized Representative Name (print) | Click here to enter text. |
| Authorized Representative Title (print) | Click here to enter text. |
| Authorized Representative Signature |  |
| Date | Click here to enter a date. |

**[END OF PART H, ASSURANCES AND CERTIFICATIONS]**