

Instructions: This Schedule is only to be used with contracts that will be performed outside the United States. For any contract or lease funding by USDA, include the language provided in this document. For other USG donors, refer to the “Other Contract Provisions Required by Law” document for the specific donor. Instructions are highlighted blue and should be deleted after reading.

For contracts or leases below \$1,500 instead of adding all the donor terms to the contracts, you may only add the weblink of the appropriate donor terms. In that case, you must add the following paragraph in the “Donor Terms” Schedule which has the link to the USDA’s terms. You will find all the donor terms links here: <https://www.mercycorps.org/tenders/donors>

Schedule Other USDA Contract Provisions Required by Law or Regulation

The following link contains the donor terms that are integral part of this contract:

https://www.mercycorps.org/sites/default/files/2020-01/Other_Contract_Provisions_USDA.pdf

By signing this contract, the contractor confirms agreement with the donor terms.

For contracts and leases equal to or more than \$1,500, insert the clauses below in the “Donor Terms” Schedule in the applicable Mercy Corps or contractor contract template.

Schedule Other USDA Contract Provisions Required by Law or Regulation

Mercy Corps, in accordance with donor regulations, requires certain certifications and provisions, set forth herein, to be included in all contracts.

1. The Contractor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government has been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.
4. Mercy Corps, the US Department of Agriculture, the Inspector General of the United States, and the Comptroller General of the United States, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers and records of Contractor that are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to a Contractor’s personnel for the purpose of interview and discussion related to such documents.

5. Mercy Corps has the right to terminate this Contract, without penalty, if Contractor or its employees, or any Subcontractor or its employees, engage in any of the following conduct:

- (i) 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 Contract;

- (ii) Procure a commercial sex act during the period of time that this Contract is in effect; or

- (iii) Use forced labor in the performance of the Contract.

6. Fly America Act

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this Contract must be made on U.S. flag carriers to the extent service by such carriers is available. The US Government Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301, and are hereby incorporated by reference into this Contract.

7. Prohibition on Providing Funds to the Enemy

7.1 If the value of this Contract is USD \$50,000 or more, the Contractor must—

- a. Exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities; (2) Terminate or void in whole or in part any sub contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless Mercy Corps provides written approval to continue the contract.
- b. Mercy Corps has the authority to terminate this Contract, in whole or in part, if the recipient failed to exercise due diligence as required by paragraph (a) of this clause or otherwise violates the requirements in paragraph (a).

7.2 Additional Access to Recipient Records

- a. In addition to any other existing examination-of-records authority, Mercy Corps and/or the United States government is authorized to examine any records of the Contractor and its subcontracts to the extent necessary to ensure that funds, including supplies and services, available under this Contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

7.3 The Contractor is required to include the substance of this clause, in subcontracts funded under this Contract that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

8. Domestic preferences for procurements

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under this Contract.

For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
9. The Contractor agrees to incorporate the terms, except for Term 7 - *Prohibition on Providing Funds to the Enemy*, of this schedule word-for-word in all of its subcontracts funded under this Contract, if any. Term 7 is to be incorporated into subcontracts in accordance with the requirements of the term.