

Grant Agreement
Grant Section I-XII

Grant # 0120413-000-0A
CIPE/CIKE

GRANT AGREEMENT 0120413-000-0A

GRANTOR: THE CENTER FOR INTERNATIONAL PRIVATE ENTERPRISE
1211 Connecticut Avenue, N.W., Suite 700, Washington, D.C. 20036 USA

AND

GRANTEE: Creative Industry Košice
Kukučínova 2, 040 01, Košice, Slovakia

This grant agreement ("Grant") is made by and between the Center for International Private Enterprise (hereinafter referred to as "CIPE," or "Grantor") and Creative Industry Košice, (hereinafter referred to as "CIKE," or "Grantee") (together, the "Parties") and entered into as of the date signed by the Parties.

SECTION I: PARTIES TO THE GRANT

CIPE

The Center for International Private Enterprise (CIPE) is an affiliate of the U.S. Chamber of Commerce, organized and operated exclusively for charitable and educational purposes within the meaning of Section 501 (c)(3) of the U.S. Internal Revenue Code. It was established in response to the Democracy Initiative, whose goals have been embodied in the "Private Enterprise Development" program specified in Section 503 (e)(2) of the National Endowment for Democracy Act (P.L. 98-164). It is designed to foster the development of open market, private enterprise systems abroad and encourage the growth of independent business institutions in foreign lands.

Grantee

Creative Industry Košice (CIKE) is a non-profit organization established in 2008 by the city of Košice, Slovakia to manage the European Capital of Culture 2013. CIKE aims to support cultural and creative industries in the city of Košice---the creative and cultural center of Eastern Slovakia. CIKE services to cultural and creative industries (CCIs) bridge the gap between the public and private sectors and initiate dialogue between the municipality and local stakeholders. CIKE is a leading organization representing the CCI sector, supporting city development and international collaborations, and actively supporting cross-sectoral collaborations and innovations triggered by CCIs.

SECTION II: PURPOSE OF GRANT

The purpose of this Grant is to enable the Grantee to carry out the development and implementation of the project "Urban Talks" as detailed below and in the Grantee's proposal to CIPE of April 26, 2021, which is incorporated into this Grant by reference and is included as Attachment G - Grantee's Proposal.

Project Objectives

- Improvement of public-private dialogue by creating a platform where both parties can meet and discuss the challenges during structured networking events – “Urban Talks”.
- To involve the business community in the forming and subsequently solving the challenges tackled by the city.
- To support capacity building of the local business community by creating learning opportunities during the events including co-creation, best-practice sharing, and CSR/corporate citizenship towards the local environment).

Project Activities

Project activities aim to increase dialogue between the municipality and business community in Kosice, Slovakia. CIKE will bridge the existing gap by creating networking events called “Urban Talks” where discussions will be used to stimulate ideas and open space for cross-sectorial cooperation.

As the grantee has long-term experience cooperating with the municipality, CIKE will introduce the idea of the project and its aims to city representatives directly. Together they will choose specific topics for the “Urban Talks” and the city will choose the best candidates to represent the municipality for specific talks. The grantee will target and promote the talks among the business community via its network developed from projects such as European Capital of Culture 2013, Creativity for Business, Erasmus for Young Entrepreneurs and via partners such as the Cluster IT Valley Kosice, Startup Centrum Eastcubator, and other companies that have been cooperating with CIKE since 2015.

Urban Talks

CIKE will hold **8 Urban Talks** from **June 2021 to August 2021** at the **Kasárne Kulturpark, Košice**. The venue is a well-known spot where companies organize events (workshops, conferences, festivals), possesses a long-term and prosperous partnership with the local cultural centers K13, and provides an outdoor space to conduct activities amid the Covid-19 pandemic. Each Urban Talk will focus on a specific topic hosted by an experienced moderator/facilitator in a selected field. The target audience will be composed of municipality and business community members including decision makers and officers, local entrepreneurs, startups, IT companies, policymakers, early-stage innovators, creative professionals, and the public.

Topics

- City Development
- Participatory Approach
- Co-creation
- Social Innovation and CSR
- Knowledge Sharing,
- SMEs, Startups & the Local Environment,

- Circular Economy,
- Corporate Citizenship/Corporate Environmental Responsibility

Event(s) Agenda:

- After a short introduction, the expert in the specific field will be presented and will follow with the educational part of the event - introducing the theme and explaining best practices, ways of cooperation, lessons learned, etc.
- After the lecture, an open discussion will take place facilitated by the moderator/facilitator of the event to ensure a fair debate and leave the floor open to all participating stakeholders.
- The open dialogue with event attendees will formulate a set of common challenges and open various avenues of possible cooperation. In this phase of the event, the moderator/facilitator will select specific attendees (one person/group of people from the business field and another from the municipality) and form the partners/teams for a “speed dating” session.
- During “speed dating,” the partners/teams will attempt to define specific challenges they can collaborate on. Thus, the point of view of the municipality and business sector will meet thanks to the knowledge gained from the lecture and discussions.
- The event outcomes will be the defined challenges coming from the “speed dating” groups and the setting of next steps and possible cooperation.

Furthermore, learning outcomes for the business community will include a new point of view obtained through the talks from experts and direct communication with the representatives of the municipality. The business sector will not only perceive themselves as a business for profit but gain the view of the “citizen” and shift its paradigm towards the city. Moreover, the municipality will be better able to understand the businesses’ point of view and expand their perspective.

The project will introduce cross-sectoral cooperation and lead to the development of the city. The co-creation approach and facilitating the whole event, the decisions made by the municipality and formed challenges will be based on actual data and with cooperation with the business community. The grantee will keep the track of event participants, defined challenges, and upcoming cooperation. Milestones in the project will be reflecting the number of Urban Talks. The grantee believes that better and evidence-based decision-making will happen, contributing to creating a vibrant, sustainable local economy.

Communication and PR

The Creative Industry Košice will disseminate the project, its activities, and outcomes via their website and social media channels and ensure fair and transparent visibility. As the grantee is part of international networks (European Creative Business Network, Network for Innovations in Culture and Creativity in Europe, Trans Europe Halles, UNESCO, European Capital of Culture Network), the reach and dissemination of the activities will reach a wide target group across Europe. Moreover, the grantee has a national radio partnership and runs its own online magazine (Invisible Mag) through which they will promote the project.

The grantee will be open to sharing best practices and knowledge gained from the project and support other organizations interested in organizing similar events.

SECTION III: PERIOD OF SUPPORT

The period of support for this Grant shall be from May 17, 2021, through August 17, 2021, unless amended by written agreement. Expenditures incurred prior to the start date or after the end date are not allowable.

SECTION IV: KEY PERSONNEL

The following Key Personnel are essential to the success of the Project. No substitutions or substantial reductions in the level of effort, of any Key Personnel may be made without the prior written approval of CIPE.

1. Denisa, Draganovska, Project Manager
2. Miroslava, Vargova, Project Manager
3. Michal, Hladky, Director

SECTION V: BUDGET

Obligation

The amount obligated under this Grant is \$19,700, which shall be expended in accordance with the Project Budget, which is attached to this Grant.

Use of Grant Funds

Grant funds may only be used for expenses included in, and in accordance with the approved Project Budget, incorporated herein as Attachment A, unless amended by written agreement of the Parties.

SECTION VI: MONITORING

“The Grantee shall be responsible for complying with CIPE’s “standard monitoring procedures” as set out in Sections VII and VIII below.

CIPE also reserves the right to require and provide funds for an Independent Public Audit, should CIPE consider that circumstances warrant it. Nothing in this Section should be construed to relieve the Grantee of the obligation to make its books available for audit as described in Attachment F: Standard Terms and Conditions, Provision 7 Record Keeping, or to make its books and records available for inspection by CIPE or its funders.”

SECTION VII: GRANT PROVISIONS

Grantee must comply at all times during the Period of Support and in the implementation of all Project activities with the Standard Terms and Conditions incorporated hereto as ATTACHMENT F. During the Period of Support, or as otherwise provided herein, CIPE may

verify the Grantee's compliance with Grant requirements through written questionnaires, site visits, independent audits, or all of the above. Failure to comply with Grant requirements may result in disallowance of costs, refunds of payments to Grantee, or any other remedies provided for herein and/or under applicable law.

SECTION VIII: REPORTING REQUIREMENTS

The Grantee must provide Periodic and Final Reports on the financial and programmatic progress of the Project in accordance with the schedule below and requirements in ATTACHMENT F – Provision 3. Failure to submit reports on a timely basis may result in withholding of Grant payments. All reports must be in English.

Final Report and Evaluation

Private and public sector stakeholders are more engaged in participatory public policy decision-making processes, as evidenced by:

- The number and affiliation of participants, and analysis of changes in the level of participation over time.
- Statements by participants about participatory decision-making processes, and analysis of changes in sentiment over time.
- Outputs of the dialogue processes resulting from participatory decision-making processes.
- Attitudes and preferences of participants collected through post-event feedback gathered by questionnaires, and/or surveys, and participant interviews.

Public support for public-private dialogue at the local level will be improved, as demonstrated by standard communication indicators (reach and coverage of partner outreach and activities).

- CIPE and its partners will assess the extent to which the public engaged with information from the project using distribution data and analytics (such as number of views and shares) from each organizations' website, and Facebook, and number of references to this program's work in traditional and social media.

Schedule

Progress reports, including narrative reports and financial status reports, are required on the following schedule:

PERIODIC REPORTS

For the period:

Due no later than:

1 st period	May 17, 2021 - August 17, 2021	September 15, 2021
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FINAL REPORT

For the period:

Due no later than:

**Attachment A
Project Budget**

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CIPE/CIKE**

Final Narrative	May 17, 2021 - August 17, 2021	September 15, 2021
Final Financial	May 17, 2021 - August 17, 2021	October 15, 2021

SECTION IX: SIGNATURE AUTHORIZATION

The following regular employees or Board Members of CIKE with fiscal responsibility are authorized to request Grant funds from CIPE:

Name	Title		
<u>Denisa Draganovská</u>	<u>project manager</u>	_____	_____
<u>Miroslava Vargová</u>	<u>project manager</u>	_____	_____
<u>Michal Hladký</u>	<u>director</u>	_____	_____

SECTION X: NOTICES

Any notice or other written communication required or permitted to be given to a Party hereunder shall be deemed given and effective on the day of delivery if delivered by mail, courier, confirmed facsimile or electronic mail to such Party at the following address:

CIPE: Jeff Lightfoot, Program Director for Europe
1211 Connecticut Avenue, N.W., Suite 700, Washington, D.C. 20036 USA

GRANTEE: Creative Industry Košice
Kukučínova 2, 040 01, Košice, Slovakia

SECTION X1: ATTACHMENTS

This agreement includes the following attachments, which are incorporated hereto as part of, and integral to, this Grant:

- Attachment A: Project Budget
- Attachment B: Financial Report Form.
- Attachment C: Bank Account Information
- Attachment D: Instructions for Requesting Advance or Reimbursement
- Attachment E: Request for Advance or Reimbursement
- Attachment F: Standard Terms and Conditions
- Attachment G: Grantee's Proposal
- Attachment H: Instructions for Audits or Invoice Verifications
- Attachment I: Sample Timesheet

SECTION XII: EXCLUSIVITY, AMENDMENTS AND MODIFICATIONS

This Grant, including all attachments hereto, constitutes the entire and exclusive agreement between Grantee and CIPE concerning the subject of this Grant and the Project, and supersedes all prior agreements, understandings, communications, negotiations or discussions between the Parties, whether oral, written or electronic. No amendment or modification of this Grant shall have any force or effect unless it is in writing and signed by authorized official of CIPE and when necessary an authorized representative of the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Grant as of the dates indicated below by signatory of their duly authorized representatives.

Creative Industry Kosice

The Center for International
Private Enterprise

Signature

Michael Hladky

Authorized Official Tabitha Wilson Forde

Director

Title

Managing Director, Operations

6/18/2021

Date

6/10/2021

ATTACHMENT A: PROJECT BUDGET

"Urban Talks" Budget					
Description	Amount	Rate/Percent	Unit	Number	Total
SALARIES					
<i>Staff:</i>	<u>Annual Salary</u>				
Project manager	\$18,000.00	10%	month	3	\$450.00
Coordinator	\$18,000.00	10%	month	3	\$450.00
Total Salaries					\$900
CONTRACTUAL SERVICES					
Event management and production (lecturers, facilitator, preparation of the content/program)	\$1,250.00		day	8	\$10,000.00
Rental of the technical requirement	\$200.00		day	8	\$1,600.00
Total Contractual Services					\$11,600
OTHER DIRECT COSTS					
<i>Workshop Example</i>					
Venue Rental	\$300.00		day	8	\$2,400
Participant catering	\$600.00		day	8	\$4,800
Total Other Direct Costs					\$7,200
TOTAL COSTS					\$19,700

Attachment B
Financial Report Form

Grant # 0120413-000-0A
CIPE/CIKE

ATTACHMENT B: FINANCIAL REPORT FORM

Creative Industry Kosice (CIKE) Enter Grant Agreement # 0120413-000-0A Period covered by this report _____ Exchange rate used for this period _____					
PROJECT EXPENSES	Total Budgeted	Expended thru prior period	Expended this period	Expended to date (C + D)	Balance (B – E)
SALARIES					
Project Manager	\$450	\$0	\$0	\$0	\$450
Coordinator	\$450	\$0	\$0	\$0	\$450
Total Salaries	\$900	\$0	\$0	\$0	\$900
CONTRACTUAL FEES & PROFESSIONAL SERVICES					
Event management and production (lecturers, facilitator, preparation of the content/program)	\$10,000	\$0	\$0	\$0	\$10,000
Rental of the technical requirement	\$1,600	\$0	\$0	\$0	\$1,600
Total Contractual Fees & Professional Services	\$11,600	\$0	\$0	\$0	\$11,600
OTHER DIRECT COSTS					
Venue Rental	\$2,400	\$0	\$0	\$0	\$2,400
Participant Catering	\$4,800	\$0	\$0	\$0	\$4,800
Total Other	\$7,200	\$0	\$0	\$0	\$7,200
TOTAL PROJECT EXPENSES	\$19,700	\$0	\$0	\$0	\$19,700
Total Expenses by Source of Funds	Total Budgeted	Expended thru prior period	Expended this period	Expended to date (C + D)	Balance (B – E)
CIPE/SUPPORT GRANT	\$19,700	\$0	\$0	\$0	\$0
MATCH	\$0	\$0	\$0	\$0	\$0
TOTAL	\$19,700	\$0	\$0	\$0	\$0

Attachment B
Financial Report Form

Grant # 0120413-000-0A
CIPE/CIKE

Funds Received by Source	Total Budgeted	Received thru prior period	Received this period	Received to date (C + D)	Balance (B - E)
CIPE/SUPPORT GRANT	\$0	\$0	\$0	\$0	\$0
MATCH	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0

****Funds budgeted for an Independent Public Auditor Review should only be used if your organization is required to commission an interim or final audit as described in Section VI of the grant agreement. Unused funds will revert to CIPE at the end of the grant period unless you receive written approval to use the funds for another purpose.**

CERTIFICATION: I certify that to the best of my knowledge and belief the information reported above is correct and that all outlays were made in accordance with the grant agreement.

Signature of Authorized Official

Title

Typed Name

Date

Grantee: **Creative Industry Košice, n.o.**

Grantee's Registered Name: Creative Industry Košice, n.o.
(The bank account must be registered in the name of the grantee organization)

Bank Account Number: **SK 82 5600 0000 0005 5823 7007**

Bank ABA and/or SWIFT Number: **KOMASK2X**

Bank Name and Branch: **Prima banka Slovensko, a.s.**

Bank Address: Hodžova 11, 010 11

Bank City: **Žilina** Bank State/Country: **Slovakia**

Intermediary Bank: _____

Intermediary Bank ABA #: -

This is ☐ is not ☒ an interest bearing account.

Persons at _____ n checks on this bank account:

	Michal Hladký	director
Signature	Typed Name	Title

Signature	Typed Name	Title
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Certification:

I hereby certify that the information provided on this form is accurate to the best of my knowledge.

Signature _____ Title: **director**

Typed Name Michal Hladký Date: 6/18/2021

**ATTACHMENT D: INSTRUCTIONS FOR REQUESTING ADVANCE OR
REIMBURSEMENT**

Payment of CIPE funds should be requested by completing a copy of Attachment E—Request for Advance or Reimbursement. Requests may be submitted to CIPE no more frequently than twice a month. A copy of the request form is attached. Please make additional copies as needed. Please also keep in mind when planning your estimated expenditures that it will take a minimum of two weeks and up to four weeks from the date CIPE receives your request for funds to reach you.

The four numbered items on the “Request for Advance or Reimbursement” should be completed by the Grantee as follows:

Item 1

Provide the dates covered by this particular request for payment. This period will usually NOT be the full agreement period; however, it must fall within the period of support as stated in Section III—Period of Support. Grant funds may not be used for expenditures made before the start date or after the end date of your agreement without an approved amendment to the agreement.

You may request reimbursement for any agreement costs incurred to date, or you may request an advance of anticipated agreement costs covering a period of no more than three months.

Item 2

- a) Upon CIPE approval, the amount entered on this line will be transferred to the Grantee's bank account.
- b) This line must show the total balance of unspent CIPE funds in hand from previous payments. If this is your initial request, enter “0” on this line.
- c) List any funds from sources other than CIPE that will be used during this period to defray project costs.
- d) The total listed on this line must be the sum of the amounts listed on lines a, b, and c.

Item 3

- a) The amount entered on this line should be the total amount of the grant award from CIPE.
- b) This line should show any previous payments received from CIPE.
- c) This amount should equal Item 3 line (a).
- d) Balance remaining in the Grant. It should equal 4a — (4b + 4c).

ATTACHMENT E: REQUEST FOR ADVANCE OR REIMBURSEMENT

Grantee: Creative Industry Kosice Grant #: 0120413 - 000 - 0A

Request #:

1. Period covered by this request (*if this is an advance, the period should not exceed 3 months*):

From: _____ to: _____
Date Date

2. Anticipated sources of income for this project during this period:

a. Total CIPE funds requested for this period: \$ _____
b. Balance of unspent CIPE funds on hand: \$ _____
c. Total funds from non-CIPE sources anticipated during this period: \$ _____
d. Total expenditures estimated for this Period
(Total of lines a, b, and c): \$ _____

3. Amount of Payments:

A. Total Grant awarded: \$ _____
b. Previously received: \$ _____
c. Current payment requested: \$ _____
d. Remaining balance: \$ _____

Y Bank account information has not changed since last request.

Y Bank account information has changed since last request. Updated information is attached.

CERTIFICATION: I certify that to the best of my knowledge and belief the data reported above is correct and that _____ are made in accordance with Grant conditions.

Signature of Authorized Official

Typed Name

director
Title

6/18/2021
Date

ATTACHMENT F: STANDARD TERMS AND CONDITIONS

This attachment describes the requirements and restrictions for managing CIPE funds. The Grantee must comply with these provisions. Grantees who do not comply with these provisions may be required to return Grant funds to CIPE.

Upon request, CIPE will provide further information and answer all questions regarding any of these provisions.

This Attachment is comprised of the following provisions:

Provision 1	Financial Management and Payments
Provision 2	Budget Requirements
Provision 3	Reports
Provision 4	Copyrights
Provision 5	Acknowledgment
Provision 6	Travel Requirements
Provision 7	Record Keeping
Provision 8	General Provisions
Provision 9	Procurement Standards
Provision 10	Lobbying, Propaganda and Political Activity
Provision 11	Preventing Terrorist Financing
Provision 12	Trafficking Victims Protection Act of 2000
Provision 13	Non-Discrimination
Provision 14	Religious Activities
Provision 15	Whistleblower Protections
Provision 16	Child Safeguarding
Provision 17	Mandatory Disclosures
Provision 18	Conflict of Interest
Provision 19	Additional Requirements
Provision 20	Termination and Disputes
Provision 21	Governing Law and Dispute Resolution
Provision 22	Indemnification
Provision 23	Prohibition against Assignment
Provision 24	Communications with Government Officials
Provision 25	Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Provision 26	No Agency, Partnership
Provision 27	Severability
Provision 28	Waiver

Provision 1: Financial Management and Payments

A. Financial Management

The Grantee's financial management system must ensure effective control over and accountability for all funds, property and other assets. The Grantee shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes. The Grantee shall use written procedures to determine the reasonableness, allocability, and allowability of costs in accordance with the terms and conditions of this Grant.

B. Payments

Grant funds will be paid to the Grantee upon receipt and acceptance by CIPE of:

SECTION IX OF THE GRANT - SIGNATURE AUTHORIZATION – Grant funds will not be paid to the Grantee until this section of the grant agreement is completed and returned to CIPE.

ATTACHMENT C – BANK ACCOUNT INFORMATION - This form must be completed and returned to CIPE before any Grant funds will be paid to the Grantee. The Grantee is **not** required to maintain a separate bank account for Grant funds but must deposit and maintain funds provided under this Grant in a reputable bank account (insured where available). The Grantee must also be able to account for the receipt and expenditure of Grant funds.

ATTACHMENT E—REQUESTS FOR ADVANCE OR REIMBURSEMENT – This form must be signed by one of the authorized signatories identified in SECTION IX-SIGNATURE AUTHORIZATION. Reimbursement requests may include all Grant costs incurred up to the date of the request. Requests for advances may include anticipated program costs that will be incurred no more than 3 (three) months from the date of the request.

C. Interest-Bearing Bank Accounts

The Grantee must maintain advances of Grant funds in interest-bearing accounts, unless (i) the Grantee receives less than \$120,000 in U.S. Government awards per year; (ii) the best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year; (iii) the bank would require an average or minimum balance so high that it would not be practical to maintain an interest-bearing account; or (iv) a foreign government or banking system prohibits or precludes interest bearing accounts.

If the Grantee maintains advances of Grant funds in an interest-bearing account, interest earned up to \$500 per year may be retained by the Grantee to be used for Project purposes. Interest earned in excess of \$500 per year must be remitted to CIPE on an annual basis.

D. Repayment

CIPE reserves the right, at any time, to withhold or offset payments to, or require refund by, the Grantee of any amounts that the Grantee (i) did not spend according to the terms and conditions of this Grant, (ii) are not supported by proper and adequate documentation, or (iii) are otherwise

determined by CIPE or the U.S. Government agency under whose award this Grant was made, to be unallowable. Grant funds must be returned within 30 days following a request for repayment from CIPE.

Provision 2: Budget Requirements

A. Cost Sharing

During the period of support, the Grantee agrees to spend at least the amount of funds from non-Grant (or other U.S. Government) sources as specified in the Project Budget as provided in Attachment A. If the Grantee expends less than the budgeted cost share, CIPE may, at its discretion, reduce the amount of non-CIPE revenue required under the terms of the Grant, or require the Grantee to refund the difference. Grantee's cost share contributions (if applicable) must be:

- Verifiable from the Grantee's records, subject to audit as provided herein;
- Not included as a cost share contribution for any other U.S. Government-assisted project;
- Necessary and reasonable to accomplish Project objectives;
- Allowable costs under the terms of this Grant;
- Not derived from other U.S. Government-sourced funding.
- Included in the approved Project budget.

B. Program Income

Program Income includes any income earned by the Grantee from Grant-supported activities, including, without limitation, fees for services performed, sale of publications, rental fees, tuition and fees for educational programs, and license fees and royalties. Any Program Income earned by the Grantee must be reported to CIPE in the financial report and included in the Grantees accounting records. Program Income must be used as instructed by CIPE and either (i) added to the total Grant amount and used to further eligible Project objectives; or (ii) deducted from total allowable costs to be charged to the Grant. Costs incident to generating Program Income under this Grant may be deducted from gross income to calculate Program Income, provided these costs have not also been charged directly to the Grant, and meet the Grant's allowable cost provisions. Grantee has no obligation to CIPE regarding Program Income earned after the end of the Grant, unless the terms of this Grant provide otherwise.

C. Budget Adjustments

Grantee must obtain prior written approval from CIPE for any of the actions listed below. Failure to obtain approval may result in disallowance of unapproved expenditures and/or other remedies under this Grant.

- Change in the scope or objectives of the Project.
- Reimbursement of expenditures in excess of the Grant ceiling.
- Change in Key Personnel, if specified in the Grant.

- Sub-award or sub-contracting of any work under this Grant, if not already approved under the Grant terms or approved budget.
- Transfers between budget categories exceeding either 15% or \$5,000 (whichever is greater).

CIPE will be under no obligation to reimburse Grantee for costs incurred in excess of the total amount obligated under this Grant. The total obligated amount may only be increased by written amendment in accordance herewith.

D. Property and Equipment

- a. Title. Title to all Property financed under this Grant vests in the Grantee upon acquisition unless otherwise specified in this Grant, or unless CIPE directs otherwise during the Grant period. Property includes equipment, supplies, real property, and intangible property. Intangible property includes intellectual property – such as trademarks, copyrights, patents and patent applications, and debt instruments – such as bonds, mortgages, leases, or other agreements between a lender and borrower.
- b. Use. The Grantee agrees to acquire, use and maintain all Property for the purposes of this Grant, in accordance with the following procedures:
 - During the Term, the Grantee must use all Property for Grant purposes, and must not provide a legal or financial interest in such Property to a third party without prior approval from CIPE.
 - When the Property is no longer needed for Grant purposes, the Grantee must use the Property for other activities funded by the U.S. Government, or as directed by CIPE.
- c. Tangible Property:
 - Unless specifically provided in the Budget, the Grantee must obtain prior approval from CIPE for purchase of any non-expendable Property such as furniture and office equipment with a life expectancy of more than two (2) years and a purchase price of more than \$500 (U.S.)
 - The Grantee must maintain the Property in good condition, and maintain an accurate inventory of all Property.
 - The Grantee must implement adequate safeguards to prevent loss, damage, or theft of Property, and maintain appropriate insurance therefor. The Grantee may be liable where insurance is not sufficient to cover loss or damage. The Grantee must promptly investigate, fully document, and notify CIPE of any loss, damage or theft of Property.
 - Costs of renting Property may not exceed the purchase price of the Property without prior written approval from CIPE.
- d. Property Disposition. At the end of the period of support, the Grantee must submit a proposed disposition plan for the following Property, and implement such plan, unless CIPE directs otherwise in writing:
 - Equipment with a per unit fair market value at the end of the Term of \$5000 or more.
 - New/unused supplies with an aggregate current fair market value of \$5000 or more.

- Real or intangible property of any value.

CIPE reserves the right for 12 months after receipt of final reports on this Grant to require the Grantee to transfer title to equipment purchased hereunder to CIPE or to a third party named by CIPE.

E. Consultant Fees and Expenses

The daily consultant fee may not exceed \$500 without prior approval from CIPE.

F. Allowable and Prohibited Costs

1. Allowable Costs.

- a. The Grantee will be reimbursed for costs incurred in carrying out the purposes of this Grant in accordance with the terms of this Grant and the cost principles in 2 CFR 200, Subpart E ("Cost Principles"). It is the Grantee's responsibility to ensure that costs incurred under this Grant are (i) reasonable; (ii) allocable, meaning they are incurred specifically for this Grant, and not for another project or Project; and (iii) allowable under the Cost Principles.
- b. **Prohibited Costs.** Specific categories of costs that are not allowable, and may not be supported with Grant funds, unless specifically authorized by CIPE, include those listed below. ***N.B. This list is not exhaustive; Grantee must consult with CIPE prior to incurring any cost whose allowability is in question.***
 - Entertainment, amusement, diversion, social activities, ceremonials, and related costs including meals, lodging, rentals, transportation and gratuities.
 - Contributions, donations, or gifts to individuals or organizations.
 - Cash prizes or awards.
 - Alcoholic beverages.
 - Bad debts and related collection and legal costs.
 - Fines or penalties resulting from violations of laws or regulations.
 - Advertising and public relations expenses solely to promote the Grantee.
 - Goods and services for personal use of employees.
 - Interest on borrowed funds.
 - Costs of fundraising.
 - Purchase of real property (land or buildings), without specific prior approval from CIPE.
 - Depreciation or use costs or allowances on equipment or facilities purchased with funds under this Grant or previous funding from the U.S. Government.
 - Lobbying.
 - Airfare or per diem expenses in excess of Grant requirements.
 - Compensation to personnel that is not reasonable for the services rendered.
 - Contingency reserves.
 - Covering losses on other projects.

G. Costs Requiring Preapproval from CIPE

Other than as specifically named in the Project Budget, the following costs are not allowable under the terms of this agreement without prior written approval from CIPE:

- **organization and reorganization** costs such as incorporation fees, management consultants, attorneys, accountants, or investment counselors, in connection with establishing or revising the status or operations of an organization;
- **participant costs** such as travel, subsistence, and registration fees;
- **public information** costs such as pamphlets, news releases, and other forms of information services incurred for the purpose of informing or instructing, or to interest individuals or groups in participating in a service program of the Grantee;
- **publication or printing costs**, except as specified in the Project Budget; and
- **purchase of real property** costs of land and land improvements such as buildings and structures.

Provision 3: Reports

A. Progress Reports

Reports on the financial and programmatic progress of the project are required on a periodic basis.

All reports must be in English. A Final Report, including an evaluative narrative report and a final financial report covering the activities and achievements of the entire Grant period, must be submitted to CIPE at the end of the Grant. **Failure to submit both financial and narrative reports on a timely basis will result in withholding of Grant payments.** The schedule for submission of reports is in the Grant agreement, Section VIII—Reporting Requirements.

B. Content

Progress and final reports must include the following:

- **Narrative**—a chronology of events that took place during the reporting period. The report should specifically address the purpose and activities described in the Grant agreement. Particular achievements and obstacles to the success of the Project should be identified. The Grantee agrees

to conform with written recommendations from CIPE in response to progress reports, or to respond in writing when such recommendations are determined to be impractical.

Evaluation—analyses of the degree to which Grant activities are achieving Project objectives. The items identified as key indicators are described in the Grant agreement, Section VIII—Reporting Requirements (Final Report and Evaluation). Based on these indicators, the Grantee will analyze the results of project activities, and will draw conclusions as to the degree to which the Grant contributed to meeting the objectives. The evaluation shall include an examination of the effectiveness of current actions and a discussion of future actions to be taken to strengthen successes or correct weaknesses. Whenever possible, specific examples of project impact, both anticipated and unanticipated, should be described and documented, noting short-term results and expected long-term changes as well as any unexpected outcomes that have become evident.

- **Attachments**—**Four copies of any publication**, including books, brochures or video cassettes; and **single copies of all other products**, such as newspaper clippings, project announcements, audited financial statements, and other items that document the project should be attached to the report. Whenever possible, an electronic copy should also be submitted to the CIPE Program Officer.
- **Financial**—financial reports must follow the format in Attachment B and include all funds received from CIPE and other sources in U.S. Dollars (even if received in another currency), including in-kind contributions. The financial reports must also show in U.S. dollars all expenditures, regardless of the source of the funds; and balances, with specific reference to the Project Budget in Attachment A.

The Grantee must keep records documenting any exchanges of Grant funds to other currencies, including: (i) date of exchange; (ii) amount of U.S. currency exchanged; (iii) the currency into which it was converted; (iv) the exchange rate; and (v) the amount received in the converted currency. The final expenditure report must reflect costs in U.S. dollars, converted at the weighted average exchange rate calculated by dividing the total number of dollars exchanged by the total amount of other currency received.

Purchase of nonexpendable equipment such as an automobile, furniture, and office equipment with a useful life expectancy of more than two years and an acquisition price of more than \$500 U.S. dollars per unit must be fully reported to CIPE in the report (Periodic or Final) due to CIPE immediately following the purchase. Such report must include:

- Description of each piece of equipment, together with the serial number, date of purchase and cost, including full documentation (purchase orders, invoices, bills of lading, receipts, receiving reports, etc.);
- A record of title;
- Assurances that: (i) the unit of equipment has been marked using an indelible, permanent system, showing identification of ownership, and source of funds used for the purchase; (ii) adequate maintenance procedures are being implemented to keep the property in good condition; and (iii) the items purchased with Grant funds are being fully utilized for the intended purposes and no other.

Provision 4: Copyrights

Unless otherwise provided in this Grant, the Grantee may copyright any books, articles, publications, or other copyrightable materials first acquired or produced under this Grant, and retain the rights, title and interest in any data first acquired or produced under this Grant. CIPE and the U.S. Government shall each have a royalty-free, worldwide, non-exclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, publicly distribute copies, perform and display, in any manner and for any purpose, any of the foregoing materials or data, and permit others do so.

The Grantee must provide CIPE with at least one copy of any written work produced with Grant funding including, without limitation, Project and communications materials, evaluations and assessments,

information products, research and technical reports, progress and performance reports, and other reports, articles and papers.

Provision 5: Acknowledgment

Unless otherwise required in the Grant, all published material and announcements regarding this project shall include a special notice, when feasible, that states: "This project is supported by a Grant from the Center for International Private Enterprise in Washington, D.C."

Provision 6: Travel Requirements

Reasonable travel costs (including transportation, lodging, meals, and related items) for travel specifically attributable to project objectives under this Grant are allowable provided the expenses are in accordance with the standards listed below and consistent with those normally permitted under the Grantee's written travel policy. Failure by the Grantee to comply with these standards, or charges in excess of those allowed therein, may result in disallowance of costs or any other remedies permitted under this Grant.

A. Authorization

International travel must be authorized in advance by CIPE, either under the approved Project budget (Attachment A), or on a case-by-case basis. CIPE may disallow any international travel cost not authorized in advance.

B. Class of Travel

Except as otherwise provided herein, Grant-funded travel must be arranged in standard commercial (coach or equivalent) class for all modes of passenger transportation.

C. Air Transportation

- Airfare costs in excess of customary standard commercial airfare, or the lowest available commercial discount airfare, are unallowable except when (i) the total travel time including non-overnight stopovers and change of planes exceeds 14 hours; (ii) such accommodation would require circuitous routing; (iii) require travel during unreasonable hours; (iv) excessively prolong travel; (v) result in additional travel costs that would offset transportation savings; (vi) offer accommodations not reasonably adequate for the traveler's medical needs; or (vii) coach class or equivalent does not provide adequate security. The Grantee must justify and document these conditions on a case-by-case basis where the cost of airfare exceeds the customary standard commercial airfare or the lowest available commercial discount airfare.
- FLY AMERICA ACT RESTRICTIONS. The Grantee must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded under this Grant in accordance with the Fly America Act and its implementing regulations (the "Act") to the extent service by such carriers is available. In the event that Grantee selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such

international air transportation to be allowable, Grantee must document the unavailability of U.S. Flag Air Carriers in accordance with this provision. The documentation must use one of the following exceptions under the Act:

- The Grantee uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement;
- Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg: Australia on an Australian airline, Switzerland on a Swiss airline, or Japan on a Japanese airline;
- Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;
- For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;
- If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or
- If the US Flag Air Carrier does not offer direct service, (i) Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more, (ii) Use of the US Flag Air Carrier extends travel time by 6 hours or more, or (iii) Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

Expenditures for air transportation on other than U.S. carriers must have attached to the appropriate voucher a certificate or memorandum adequately explaining why service by a U.S. flag carrier is "unavailable" as defined herein. CIPE may disallow the costs of any trip on non-U.S. carriers that does not have this certification attached. Whenever feasible, certification of non-availability of U.S. carriers should be provided by a travel agent, specifically describing the reasons for non-availability.

The terms used in this provision have the following meanings:

- **"Travel costs"** means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the Grantee for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the Grantee, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the Grantee's personnel and travel policies and procedures.
- **"International air transportation"** means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.
- **"U.S. Flag Air Carrier"** means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another

air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. Flag Air Carrier's designator code and flight number.

D. Ground Transportation

- Ground transportation such as taxis to and from terminals at the authorized origin, destination, and stopover locations, and local transportation costs for official purposes will be reimbursed. A receipt is required for each instance of ground transportation cost in excess of \$25.
- Privately owned vehicles may be used for official business when no public transportation is available, or when such use is in the best interest of the activity. Use of privately owned vehicles will be reimbursed at standard rates deemed reasonable and allocable, including related toll and parking fees.
- Rental of vehicles (or, for international travel where circumstances make it more practical, vehicle with driver) may be used when public transportation is not practical. Travelers to the same destination should coordinate vehicle rental needs and, to the extent practical, use a single vehicle. A receipt is required for each instance of vehicle rental.
- Fines or other costs incurred as a result of traffic or parking violations while operating personal or rental vehicles for official purposes are the personal responsibility of the traveler and shall not be paid from Grant funds.

E. Lodging, Meals and Incidental Expenses

- Lodging, meals and incidental rates charged to the Grant must be in accordance with Grantee's standard policies, but may not exceed the approved U.S. Government per diem rates, published at: https://aoprals.state.gov/web920/per_diem.asp and <http://www.gsa.gov/portal/content/104877>
- The following expenses are to be claimed within the maximum daily rate:
 - Lodging, including applicable taxes (receipt is required for lodging and tax expenses), service charges, and tips;
 - Meals, including applicable taxes and tips (alcoholic beverages and entertainment should not be included and **are not allowable**);
 - Baggage handling tips; and
 - Laundry, pressing, and dry cleaning of clothes used on the trip.
- For each full calendar day of travel for which lodging is not required, or is not obtained by use of a hotel or similar accommodation, the maximum per diem payment must be reduced accordingly. In these cases Grant funds may only be used for meals and incidental expenses that do not exceed a reasonably prorated portion of the applicable per diem rate for the location, or, if the traveler is en route, the destination.
- During the last day of travel (en route home), meals and incidental expenses, prorated by quarter day according to actual travel time, will be paid at the rate for the last location at which lodging was obtained. No lodging reimbursement will be made for alternative expenses in lieu of lodging, such as the cost of gifts or meals for friends with whom the traveler may lodge.
- No reimbursement for per diem or subsistence expenses may be paid for a period of official travel of ten (10) hours or less on a single calendar day.

F. Additional Travel-Related Expenses

Costs that may be reimbursed in addition to the maximum per diem allowance include the items listed below. A receipt is required for any item in excess of \$25.

- Ground transportation to and from terminals in origin, destination, and stopover cities, and local transportation costs for official purposes, as outlined in Section 4, above.
- Telephone, facsimile, internet, and other communications costs for official business (with appropriate documentation).
- Passport and visa fees, currency conversion commissions, and inoculations required for international travel (with appropriate documentation).

Expenses of a personal nature such as briefcases, clothing, and gifts are not allowable.

G. Travel Advances/Payment and Reimbursement of Costs

- Transportation - Wherever possible, travelers should be required to arrange for airline or rail tickets to be purchased through a travel agent and to be billed to the Grantee organization.
- Per Diem and Incidental Expenses - The Grantee may provide the traveler with an advance for the estimated amount of per diem and incidental expenses to be incurred during the authorized official travel period. Following each trip, travelers must submit to the Grantee a travel expense report, original airline ticket stub, and all other required receipts (such as receipts for lodging expenses, vehicle rental costs, and incidental expenses in excess of \$25 per item). Photocopies of receipts are acceptable. A traveler who has an outstanding advance must not receive an advance for a subsequent trip. In reporting travel costs to CIPE, the Grantee shall not include as costs any travel advances issued. Travel costs included in Financial Reports shall be limited to those actual expenses incurred and reported by the traveler.

Provision 7: Record Keeping

A. Full Disclosure

The Grantee agrees to keep such records as may be reasonably necessary to fully disclose the amount and the disposition by the Grantee of the funds granted under the terms of this agreement, the total cost of the project or undertaking in connection with which such funds are given or used, and the amount and nature of that portion of the cost of the project or undertaking supplied by other sources, and such other records as will facilitate an effective audit. **Please note that all project expenses and project income must be reported to CIPE, regardless of the source of the funds.**

B. Separate Statements

The Grantee shall maintain separate statements of financial condition consistent with the accounting principles governing fund accounting to show the date, person and purpose of monies expended in the administration of the program.

C. Documentation

The Grantee shall maintain documentation that will support all payments charged to the Grant. Please note that documentation for all project expenses and project income must be maintained, regardless of the source of the funds. Any expenditure not adequately supported by proper documentation **may be disallowed** by CIPE.

D. Record Maintenance

The Grantee shall maintain all documents relating to this Grant for a period of not less than three (3) years after submission of the final report. Such records must comply with generally accepted accounting principles, and must, at a minimum, be adequate to show all costs incurred, receipt and use of goods and services, Project costs covered from both Grant funds and other sources, and the overall success of the Project. **Any expenditure not adequately supported by proper documentation may be disallowed.**

E. Salary Records

Costs of Salaries charged to the Grant must be based on documented payrolls, approved by a responsible official of the organization and may not exceed the project staff's established salaries for other responsibilities within the organization that are not supported by this Grant.

Accurate records (time sheets and documentation of payments - such as cancelled checks, receipts, payroll records, etc.) must be kept that document the amount of time devoted to the Grant project for each individual whose compensation is charged, in whole or in part, to the Grant. A Sample Employee Timesheet is appended to this Grant as Attachment I. The sample may be copied or modified.

Salaries under this Grant must be paid at least monthly and must reflect an after-the-fact determination of the actual activity of each employee. Estimates determined before the services are performed do not qualify as support for charges to the Grant. Each report must be signed by the employee or a supervisory official and must be kept on file by the Grantee to support salary charges to the Grant for a period of not less than three (3) years after the end of the period of support.

F. Audits

CIPE reserves the right to conduct, or have conducted, audits of the Grantee's records. The books and accounts of the Grantee pertaining to the funds granted under the terms of this agreement shall be open for inspection by an independent certified public accountant or any other duly authorized representative of CIPE with five days written notice, and said books of account shall be legible, kept current and available for copying.

Such audits shall be conducted at the place or places where the accounts of the Grantee are normally kept. All books, accounts, financial records, reports, files, and other papers, things or property belonging to or in use by the Grantee and necessary to facilitate the audit shall be made available to the person or persons conducting the audit; and full facilities for verifying the transactions with any

assets held by depositories, fiscal agents and custodians shall be afforded to such person or persons named by CIPE.

For any fiscal year in which the Grantee expends a combined total of \$750,000 or more in U.S. Government funds ("Audit Threshold"), the Grantee must have an annual audit in accordance with U.S. Government guidelines. The U.S. Government has the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability by the Grantee regardless of whether the Grantee meets the Audit Threshold.

Provision 8: General Provisions

A. Exclusive Use

The Grantee hereby agrees to use the funds provided by this agreement exclusively for charitable and educational purposes within the meaning of Section 501 (c)(3) of the U.S. Internal Revenue Code, which is hereby incorporated by reference.

B. Local, State, and Federal Reporting

The Grantee hereby agrees to report in a timely fashion to such local, state and federal agencies (including the appropriate Internal Revenue Service), as required, as to the amounts provided herein, and provide such descriptions of activities as are necessary. Copies of any such reports shall be furnished to CIPE along with the next financial report due.

Provision 9: Procurement Standards

The Grantee must maintain and conduct all of its procurement under this Grant according to written policies and procedures, and in a manner that provides for full, fair and open competition, and avoids conflicts of interest, bias, or unfair competitive advantage. The Grantee procurement procedures and practices must at a minimum:

- Avoid unnecessary or duplicative purchases;
- Utilize clear and transparent solicitation documents;
- Include a price or cost analysis;
- Consider and make awards only to qualified bidders who fulfill all requirements;
- Use written contracts with commercially and legally appropriate terms; and
- Include monitoring of contractor/vendor/supplier conformance with contract terms.
- The Grantee shall ensure that prices for procurements are fair and reasonable, and determine the most economical and practical means by which to accomplish Project objectives. Grantee may not use any method of procurement that provides a fee as a percentage of costs incurred.
- All procurement contracts must contain provisions that allow for legal remedies if the contractor violates the contract terms.
- Grantee must retain the following documentation for all procurements: (a) Basis for contractor selection; (b) If competitive bids are not obtained, justification for lack of competition; and (c) Basis for cost or price of final contract award.

Eligibility Rules For Goods And Services:

- Ineligible Commodities and Services – The Grantee must not, under any circumstances, procure any of the following under this Grant:
 - Military equipment
 - Surveillance equipment;
 - Commodities and services for support of police or other law enforcement activities;
 - Luxury goods or gambling equipment; or
 - Any other product or service prohibited by the funding agency.
- Ineligible Suppliers – Grantee must not make procurements under this Grant from suppliers excluded by the U.S. Government in www.sam.gov.
- Other Restrictions. Grantee must follow written instructions from CIPE concerning any other restrictions on the procurement of commodities and services, including source and nationality, and permissible types of commodities or services.

CIPE reserves the right to review any Grantee procurement action for any reason.

Provision 10: Lobbying, Propaganda and Political Activity

In accepting this Grant, the Grantee certifies that no U.S. Government funds have been paid or will be paid by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any U.S. Government department or agency, or an officer or employee of Congress or a Member of Congress in connection the awarding of any contract, grant or loan, or the extension, continuation, renewal, amendment or modification of any of the foregoing, or for any other form of lobbying or propaganda directed at influencing legislation or policy of the United States Government or any state or locality thereof, or in support of or opposition to any candidate for public office.

If any funds other than funds awarded by this Grant have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the U.S. government; a member, officer or employee of the U.S. Congress; or an employee of a member of the U.S. Congress in connection with this Grant, the undersigned shall notify CIPE immediately, and provide more detailed information as requested.

The Grantee shall include the language of this certification in all sub-award documents (including sub-contracts and sub-grants) and that all sub-recipients shall certify and disclose accordingly.

No expenditures shall be made for the purpose of educating, training, or informing U.S. audiences of any partisan policy or practice, or candidate for office in the U.S. government. This does not exclude making agreements or expenditures for the purpose of educating, training, or informing audiences from other countries on the values of democracy that may incidentally educate, train, or inform U.S. participants.

No person engaged in intelligence activity on behalf of the U.S. government shall be employed by the Grantee.

Provision 11: Preventing Terrorist Financing

In compliance with Executive Order 13224, the Grantee 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 U.S. Government prohibited parties lists: www.sam.gov and www.treasury.gov/resource-center/sanctions/sdn-list/pages/default.aspx; or the United Nations Security Council's list at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml. Grantee will take all necessary steps, including but not limited to vetting staff members, and other individuals and entities with whom it enters into transactions under this Grant, to ensure compliance with this section. This provision must be included in all sub-contracts/sub-awards issued under this agreement.

Provision 12: Trafficking Victims Protection Act of 2000

The Grantee, sub-recipients, contractors, at any tier, or their employees, labor recruiters, brokers or other agents, must not during the period of this award or in any manner of implementation of the Grant, engage in:

- 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).
- 2) Procuring a commercial sex act.
- 3) Use of forced labor in the performance of this Grant.
- 4) Acts that directly support or advance trafficking in person, including the following acts:
 - i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a. exempted from the requirement to provide or pay for such return transportation by CIPE under this award; or
 - b. the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
 - iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - iv. Charging employees recruitment fees; or
 - v. Providing or arranging housing that fails to meet the host country housing and safety standards.

CIPE may unilaterally terminate this award, without penalty, if the Grantee, a sub-recipient, contractor, at any tier, or their employees, labor recruiters, brokers or other agents, violates a prohibition in this provision. The Grantee must inform CIPE immediately of any information it receives from any source alleging a violation of a prohibition of this provision and must fully cooperate with any U.S. government agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.

Provision 13: Non-Discrimination

The Grantee agrees to comply with the following:

A. Civil Rights Act

Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et. seq., prohibits discrimination on the basis of race, color, religion or national origin in programs and activities funded by the U.S. government.

B. Rehabilitation Act

Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 prohibits discrimination on the basis of handicap in program and activities funded by the U.S. government.

C. Education Amendments

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq., prohibits discrimination on the basis of sex in education programs and activities funded by the U.S. government.

D. Age Discrimination Act

The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et. seq., prohibits discrimination on the basis of age in program and activities funded by the U.S. government.

Provision 14: Religious Activities

- If the Grantee is a faith-based organization, it may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, within the limits contained herein.
- Grantee must not engage in inherently religious activities with Grant funds, including, without limitation, worship, religious instruction, prayer, or proselytization. Inherently religious activities, if any, must be conducted at a different time and location from Grant-funded activities, and participation in such religious activities must be entirely voluntary.
- Notwithstanding the foregoing, Grantee may use its facilities for Grant-funded activities without removing religious art, icons, scriptures, or other religious symbols, or modifying in any way Grantee's name, mission, or governance.
- Grantee must not discriminate against any beneficiary or potential beneficiary of Grant-funded programs or activities on the basis of religion or religious belief.

Provision 15: Whistleblower Protections

41 U.S.C. § 4712 states that an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing.” In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

“Whistleblowing” means making a disclosure to an official of the U.S. Government or CIPE that an employee reasonably believes is evidence of following:

- Gross mismanagement of a U.S. government grant or contract;
- A gross waste of U.S. government funds;
- An abuse of authority relating to a U.S. government grant or contract;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a U.S. government grant or contract (including the competition for or negotiation of a grant or contract).

To qualify under the statute, the employee’s disclosure must be made to:

- A member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- A cognizant U.S. Inspector General;
- The U.S. Government Accountability Office;
- A U.S. government employee responsible for contract or grant oversight or management at the relevant agency;
- A U.S. court or grand jury; or
- A management official or other employee of the Grantee who has the responsibility to investigate, discover, or address misconduct.

The Grantee must:

1. Inform its employees working under this Grant in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
2. Include such requirement in any sub-award or sub-contract made under this grant.

Provision 16: Child Safeguarding

If the activities funded under this Grant may involve children, or if personnel implementing this Grant may come into contact with children (defined as anyone less than 18 years old), the Grantee must abide by the following child safeguarding core principles and include them in its code of conduct for all personnel:

- 1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
- 2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
- 3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;

- 4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image generating activities of children;
- 5) Promote child-safe screening procedures for personnel, particularly personnel whose work bring them in direct contact with children; and
- 6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others reports allegations; investigating and managing allegations; and taking action in response to such allegations, including, but not limited to, dismissal of personnel.

Provision 17: Mandatory Disclosures

Consistent with 2 CFR §200.113, the Grantee must disclose, in a timely manner, in writing to CIPE all violations involving fraud, bribery, or gratuity violation potentially affecting this award.

Disclosures must be sent to:

Center for International Private Enterprise
Tabitha Wilson Forde
1211 Connecticut Avenue, NW
Suite 700
Washington, DC 20036

Phone: 202-721-9206
Email: twilsonforde@cipe.org

Provision 18: Conflict of Interest

Grantee personnel must not use their positions in any manner for personal gain. Grantee must have written standards of conduct stating that: (i) no Grantee employee, director, officer or agent, any member of their immediate families or partners, or any organization which employs or is about to employ one of them, may receive or be considered for a grant or contract, or have a financial or tangible personal interest in an entity considered or selected for a grant or contract, without disclosing such conflict of interest and following the Grantee's written policies and procedures for mitigating the conflict; and (ii) the directors officers, employees, and agents of the Grantee must neither solicit not accept gratuities, favors, or anything of monetary value from current or prospective grantees or contractors. The standards of conduct must provide for disciplinary actions for violations.

Grantee must disclose any actual or potential conflicts of interest in writing to CIPE. Disclosures must be sent to:

Center for International Private Enterprise
Tabitha Wilson Forde
1211 Connecticut Avenue, NW

Suite 700
Washington, DC 20036

Phone: 202-721-9206
Email: twilsonforde@cipe.org

Provision 19: Additional Requirements

- A. In addition to the Standard Terms and Conditions contained in this Attachment A, Grantee shall be bound by, and agrees to comply with all U.S. laws, regulations, and other requirements applicable to this Grant including, without limitation, the following:
- 2 CFR Part 200 (<http://www.ecfr.gov/cgi-bin/text-idx?SID=29a376eee990cd55e31d8021480f82f6&mc=true&node=pt2.1.200&rgn=div5>);
 - Any special donor or other special provisions applicable to this Grant, as provided herein; and
 - Applicable laws, regulations and other requirements of the host country.
- B. No Grant funds should be used to purchase telecommunications equipment or services from Huawei Technologies Company or ZTE (or any subsidiary or affiliate of such entities) unless no other alternatives are available and to the extent practicable. (Section 889(b) of the NDAA of Fiscal year 2019, Pub. L. No 115-232 and 2 CFR 200.216).

Provision 20: Termination and Disputes

CIPE may terminate this Grant at any time, in whole or in part, upon written notice to the Grantee for any of the following reasons:

- i. Material noncompliance by Grantee with the terms of this Grant.
 - ii. Material misrepresentation or omission by Grantee in entering into this agreement.
 - iii. Grantee's financial insolvency, bankruptcy, or similar status;
 - iv. Termination or suspension of the donor award or funding under which this Grant is made.
 - v. At the direction of an authorized official of the donor agency.
- b. The Parties may mutually agree to terminate the Grant at any time, in whole or in part, upon such terms and conditions as they agree in writing.
- c. Unless otherwise stated in the termination notice, or as otherwise approved by CIPE on a case-by-case basis, CIPE shall not be obligated to reimburse the Grantee for any costs or expenses incurred after the effective date of termination. Within thirty (30) calendar days after the effective date of termination for any reason, Grantee must repay to CIPE all Grant funds unexpended as of the effective date of termination, which are not otherwise obligated by a non-cancellable legally binding transaction applicable to this Grant.
- d. In addition to the rights of termination provided herein, if Grantee fails to comply with the terms and conditions of this Grant, CIPE may take one of more of the following actions, at its sole discretion:

- i. Temporarily withhold Grant payments pending correction of non-compliance;
- ii. Disallow all or part of the cost of the activity or action that is not in compliance;
- iii. Wholly or partially suspend the Grant;
- iv. Pursue such other remedies as may be available under applicable law.

Provision 21: Governing Law and Dispute Resolution

This Grant shall be interpreted in accordance with the following, in order of precedence: (1) The express terms and conditions of this Grant, including all Attachments; and (2) The laws of Washington, D.C., USA. Any action by an authorized official of the U.S. Government donor agency funding this Grant that binds CIPE shall also bind the Grantee to the extent that it relates to or affects the Grant. CIPE and the Grantee shall attempt to resolve all other issues or disputes relating to this Grant amicably, failing which Grantee may ask CIPE to issue, or CIPE may unilaterally issue (after giving Grantee an opportunity to provide its views) a written decision with reasons. CIPE's decision shall be final and conclusive with respect to any such issue or dispute.

Provision 22: Indemnification

The Grantee shall indemnify and hold harmless CIPE and the U.S. Government, and their officers, employees and agents from all liability of any nature or kind, including costs and expenses, for or on account of any and all suits for damages sustained by any person or property by virtue of Grantee performance of this Grant. Grantee shall maintain adequate comprehensive property and liability insurance to cover this indemnity obligation.

Provision 23: Prohibition against Assignment

The Grantee must not transfer, pledge, mortgage, or otherwise assign this Grant, or any interest herein, or any claim arising hereunder, to any party or parties, banks, or other financial institutions, without in each instance express prior written approval from CIPE.

Provision 24: Communications with Government Officials

Except as otherwise approved by CIPE, all communications (whether oral, written or electronic) by the Grantee or its personnel concerning the Grant, its performance, or the Project, shall be made solely to CIPE, and not to officials of the U.S. Government or the Government of the host country. *Note: This requirement is not intended to prohibit communications with government officials in connection with reports or investigations of fraud or other misconduct, or any other activity protected under Provision 15 of this Attachment F.*

Provision 25: Debarment, Suspension, Ineligibility, and Voluntary Exclusion

In accepting this Grant, the Grantee certifies that to the best of its knowledge, neither the Grantee nor any of its principals or employees:

- Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any U.S. Government department or agency;
- Has within the past three years been convicted of, or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a government transaction or contract, or commission of embezzlement, theft, forgery, bribery, misrepresentation, falsification or destruction of records, making false statements, or receiving stolen property.
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated herein; and
- Has within the last three years had one or more government contracts, grants, or other transactions terminated for cause or default.
- Grantee must not transact or conduct business under this Grant with any individual or entity that has an active exclusion under the U.S. Government's System for Award Management (SAM) (www.sam.gov) unless Grantee obtains prior approval from CIPE. That list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds.
- Grantee must notify CIPE immediately upon learning that any of its principals or employees, at any time prior to or during the Term –
- Is excluded or disqualified from doing business with any U.S. Government entity; or
- Has been convicted or found liable within the preceding three years of fraud, embezzlement, theft, forgery, bribery, corruption, misrepresentation, falsification of records, making false statements, receiving stolen property, or similar offense signifying lack of integrity.

Provision 26: No Agency, Partnership

The Grantee and CIPE are independent contractors, and nothing in this Grant shall be deemed to create a partnership, joint venture, employment, or principal-agent relationship between them.

Provision 27: Severability

If any provision of this Grant is held invalid or unenforceable for any reason, the remainder of this Grant shall remain valid and in full force and effect.

Provision 28: Waiver

Non-enforcement by CIPE of any provision of this Grant will not operate as a waiver of such provision or limitation of CIPE's subsequent right to enforce such provision.

ATTACHMENT G: GRANTEE'S PROPOSAL

Background of the project

Cities across the EU face lack of participation of locals, a lack of trust in public institutions, and a rise in populism. Investments into creative infrastructure have often fallen short of reaching the projected transformation impact on the local economy and its potential to increase engagement of the local stakeholders, not excluding local companies and SMEs.

The change the applicant wants to bring to the current situation is threefold:

1. **closing the gap** between the municipality and the business communities,
2. by **providing the platform** where both parties can lead discussions focused directly on the challenges of the city
3. and **support the capacity building** of the local business sector by learning them co-creation processes and outside of the box thinking.

This project goes towards the common goal of both parties (municipality and business community) to build a more resilient economy and engage the businesses in solving the local challenges.

The project is explicitly focusing on closing the gaps between the municipality and the business sector. The main challenge within the city that has been observed for years is that the municipality's point of view on the local challenges differs from the actual stakeholders' opinions. On the other hand, the businesses often see only their perspective and have difficulties to think not only as competitive business sector but also to face the challenges "as a citizen."

The applicant believes that creating the platform for the dialogue between these two parties will help them find common ground for solving the challenges and work together and create new and functional collaborations. This platform aims to find a way to engage the business community and municipality to develop the city and create the possibility of profit for both sides.

The main objectives of the proposed project are:

- improvement of the public-private dialogue by creating a platform where both parties can meet and discuss the challenges during the structured networking events – Urban Talks,
- to involve the business community in the forming and subsequently solving the challenges tackled by the city,
- to support the capacity building of the local business community by creating learning opportunities during the events (co-creation, best practice sharing, CSR/corporate citizenship towards the local environment).

Target groups

Reflecting the call, the project aims its activities at the two main target groups:

- a) the municipality,
- b) the business community,

and will be opening the dialogue between these two sectors. The grantee will use this project to help to close the existing gap by creating networking events - discussions will be used for stimulating the ideas and leaving the space for cross-sectorial cooperation.

The activities within this project will be tailor-made for the two groups mentioned above, but because the events will be happening on the open space, also other relevant stakeholders can join the audience and benefit from the project activities.

Specific target groups that will benefit from the activities: decision makers and officers, local entrepreneurs, startups, IT companies, policymakers, early-stage innovators, creative professionals,

Secondary target group: general public interested in the proposed topics.

As the grantee has long-term experience cooperating with the municipality, CIKE will target directly to the city representatives and introduce the idea of the project and its aims. Together by choosing the specific topics for the Urban Talks, the city will choose the best candidates that will represent the municipality in the particular talks. The grantee will be targeting the events to the business community via its wide and various networks from projects like European Capital of Culture 2013, Creativity for business, Erasmus for young entrepreneurs etc. and via partners like Cluster IT Valley Košice, Startup center Eastcubator and many other companies that have been cooperating with CIKE since 2015.

Events: Urban Talks - platform for the dialogue

The project is composed from **8 Urban Talks** that will be happening from **May 2021 till July 2021 at Kasárne Kulturpark, Košice**. The venue was chosen because of the long-term and prosperous partnership with the local cultural centers K13, and on top of that, it is a well-known spot in the city where companies organize their own events (workshops, conferences, or festivals) with the focus on innovations. Moreover, the actual pandemic situation is still serious, and by choosing the space of Kulturpark, CIKE has an option for outdoor event hosting.

The course of the events:

- each Urban Talk will be focused on a specific topic (topics listed below), hosting by an experienced moderator/facilitator in the field selected, aimed at the audience composed from the business community, municipality, and target groups already mentioned above.
- after the short introduction, the expert in the specific field will be presented and will follow with the educational part of the event - introducing the theme and explaining the best practices, ways of cooperation, lessons learned, etc.
- after the lecture, the open discussion will take place, facilitated by the moderator/facilitator of the event to ensure that the debate will be fair and leave the floor for all the participating stakeholders.
- by having an open dialogue with the attendees of the event (the representatives from the municipality and the business sector), the formulation of common challenges will be set, and possible cooperation will start to create. In this phase of the event, the facilitator will help to select the specific attendees (one person/group of people from the business field and another from the municipality) and form the partners/teams for the "speed dating" session.
- during the "speed dating," they will try to define the specific challenges they can work on together – the point of view of the municipality and business sector will try to meet thanks to the knowledge gained from the lecture and discussions before.
- the outcomes from the whole event will be defined challenges coming from the "speed dating" groups and setting the next steps/possible cooperation.

On the top of that, the **learning outcomes** for the business community will be the new point of view – thanks to the inspirational talks from experts and direct communication with the representants of

the municipality – the business sector will not only perceive themselves as a business for its own profit but gain the view of the “citizen” and **shift its paradigm** towards the city.

Moreover, the municipality on the other side will be able to understand the business point of view and not to have only city officers' perspective.

To sum up, these two words will collide and the project will present the cross-sectorial cooperation that will lead towards the development of the city. **Thanks to the co-creation approach and facilitating the whole event, the decisions made by the municipality and formed challenges will be based on actual data and with cooperation with the business community. The grantee believes that better and evidence-based decision-making will happen, contributing to creating a vibrant, sustainable local economy.**

Main topics of the talks:

- city development,
- participative approach,
- co-creation,
- social innovation and CSR,
- knowledge sharing,
- SMEs and startups & the local environment,
- circular economy,
- corporate citizenship/ corporate environmental responsibility

Communication and PR

The Creative Industry Košice will firstly disseminate the project, its activities and outcomes via their own website and social media channels and ensure the fair and transparent visibility. As the grantee is part of the international networks as well (European Creative Business Network, Network for Innovations in Culture and Creativity in Europe, Trans Europe Halles, UNESCO, European Capital of Culture Network), the reach and dissemination of the activities will definitely have wide target groups also across the Europe, not only Slovakia.

Moreover, the grantee has a partnership with the national radio, running its own online magazine (Invisible Mag) and can promote the project thanks to these networks. **The grantee will be open to share the gained know-how** in this project and support the other organizations in case they will be interested in organizing similar talks.

The grantee will keep the track of the participants of each event and also the formed challenges and upcoming cooperation. Milestones in the project will be reflecting the number of Urban Talks.

Core values of the project

#dialogue
#learning opportunities
#partnership
#co-creation and knowledge sharing
#common understanding
#closing the gaps
#local ecosystem

Attachment G
Grantee's Proposal

Grant # 0120413-000-0A
CIPE/CIKE

#resilient city and urban innovation
#engagement and participation
#corporate environmental responsibility

**ATTACHMENT H: INSTRUCTIONS FOR IPA Agreed Upon Procedure AUDITS on Invoice
Verifications**

“The Grantee shall be responsible for complying with CIPE’s “standard monitoring procedures” as set out in Sections VII and VIII below.

Grantee must also submit to CIPE its most recent single audit or any other organization-wide audits. Should there be any material deficiencies revealed by the audit, Grantee agrees to correct such deficiencies prior to requesting additional funds from CIPE. It will be at CIPE’s cost and discretion if a project audit will also be necessary.

CIPE also reserves the right to require and provide funds for an Independent Public Audit, should CIPE consider that circumstances warrant it. Nothing in this Section should be construed to relieve the Grantee of the obligation to make its books available for audit as described in Attachment F: Standard Terms and Conditions, Provision 7 Record Keeping, or to make its books and records available for inspection by CIPE or its funders.”

Attachment H
Audit/IMP Instructions

Grant # 0120413-000-0A
CIPE/CIKE

ATTACHMENT I: SAMPLE EMPLOYEE TIMESHEET

Grantee: An electronic version of this timesheet can be requested from the Program Officer named in the Grant agreement (Section X).

Employee Name: _____ Position: _____

Pay Period Dates: _____

Date	Hours Worked on CIPE Project	Hours Worked on Other Project(s)	Vacation	Sick Leave	Holiday	Leave Without Pay	Total Hours
TOTAL HOURS							

Employee Signature: _____

Date: _____

and/or

Supervisor Signature: _____

Date: _____

