



Subaward Management Policies and Procedures Manual

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ACRONYMS

AFROHUN	AFRICA ONE HEALTH UNIVERSITY NETWORK
USAID	UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
US	UNITED STATES
OMB	OFFICE OF MANAGEMENT AND BUDGET
PI	PRINCIPAL INVESTIGATOR
HR	HUMAN RESOURCES
DRC	DEMOCRATIC REPUBLIC OF CONGO
UEI	UNIVERSAL ENTITY IDENTIFIER
DUNS	DATA UNIVERSAL NUMBERING SYSTEM
NOFO	NOTICE OF FUNDING OPPORTUNITY
RFA	REQUEST FOR APPLICATION
UN	UNITED NATIONS
NGO	NON GOVERNMENT ORGANIZATION

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1.0 Background

Africa One Health University Network (AFROHUN) is an international network of eleven public health, ten veterinary higher education institutions and one pathobiology institute, one global health institute and one institute of environmental science that are located in 18 universities in 9 countries in Africa. These include Cameroon, DRC, Ethiopia, Kenya, Rwanda, Senegal, Tanzania, Uganda and Ivory Coast.

The Universities included in AFROHUN are: Universite des Montagnes, University of Buea and University of Ngaoundere (Cameroon), University of Lubumbashi and University of Kinshasa (DRC), Jimma University, Addis Ababa University and Mekelle University (Ethiopia), Moi University and University of Nairobi (Kenya), Université Cheikh Anta Diop (Senegal), Muhimbili University of Health and Allied Sciences and Sokoine University of Agriculture (Tanzania), University of Rwanda and University of Global Health Equity (Rwanda), Makerere University and Mbarara University of Science and Technology (Uganda), Ngaoundere University (Cameroon) and Félix Houphouët Boigny University (Ivory Coast).

Sponsored project awards made to Africa One Health University Network (“AFROHUN”) are generally conducted within the physical boundaries of AFROHUN. Occasionally, however, a significant portion of the required work may need to be provided by a third party. The third party is responsible for a discrete portion of the project, providing the leadership and direction of a responsible investigator and the resources necessary to conduct that portion of the work. Costs associated with this work may include personnel costs, supplies, equipment, travel costs, etc. Such an arrangement is carried out through the issuance of a subaward agreement.

2.0 Purpose

The purpose of the **AFROHUN Subaward Policies and Procedures Manual** is to provide guidance to the staff and sub grantees to assure compliance with AFROHUN and sponsor regulations and responsible management of AFROHUN issued subawards under externally-funded or internally-funded programs. This guide should be used in establishing and managing all subawards, regardless of funding source. For definitions of terms used in the guide, see the “Definitions” section.

Many of the specific provisions included herein apply to funding from the U.S. Federal Government, particularly the U.S. Agency for International Development (USAID). If funders (particularly non-U.S. organizations) provide guidance or institute policies that conflict with the policies and procedures in this Manual, the guidance and policies included in or required by the specific award (or subaward) in question must be followed. In the absence of specific guidance or policies from funders that conflict with this Manual, all subawards and subrecipient activities

should be managed using the guidance in this Manual.

3.0 Applicability;

The Subaward Policies and Procedures manual shall be applicable to all AFROHUN subrecipients and must be complied with.

4.0 Policy

A. AFROHUN solicits and accepts contracts, grants, and other funding agreements for research, training, and public service projects from a variety of Federal and non-Federal-sponsors.

B. With the acceptance of extramurally funded awards, the AFROHUN agrees to provide technical and/or scientific expertise, and to manage each award (and subsequent subawards) in conformance with various fiscal and administrative regulations as required by the terms and conditions of the award.

C. Records must be kept in accordance with the appropriate requirements of the award.

5.0 Definitions and Responsibilities

A Pass-through entity is a non-federal entity that provides a subaward to a subrecipient to carry out programmatic effort under a sponsored project. The pass-through entity assumes responsibility for negotiation, issuance, oversight, and management of a subaward.

As the pass-through entity, AFROHUN must make a case-by-case determination whether each agreement for the disbursement of Federal or other funds constitutes a subaward or a contract. The Subrecipient versus Contractor checklist must be reviewed by the PI of the subrecipient organization to determine which type of agreement is appropriate.

Office of Management and Budget (OMB's) Uniform Guidance describes a Subrecipient (sec 200.93) as a non-Federal entity that receives a subaward (sec 200.92), which is a binding agreement, from a pass-through entity to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. A Subrecipient (non-Federal entity) is classified by these characteristics:

- Has its performance measured in relation to whether objectives of a Federal program are met
- Has responsibility for programmatic decision-making
- Provides scholarly/scientific contribution to the program
- Is subject to compliance requirements of the program
- Requires use of discretion and unique expertise

- Is responsible for adhering to applicable Federal programmatic compliance requirement

A Principal Investigator (PI) is the person responsible for the overall design, conduct, reporting and management of an externally sponsored project.

5.1 The PI is responsible for the following:

- Monitoring of the sub-award performance to ensure compliance with award terms and conditions and satisfactory performance of the subrecipient's portion of the project.
- Reviewing technical performance reports or other specified deliverables on a timely basis. Any unforeseen issues should be documented, investigated, and resolved.
- Performing an expense-to-budget comparison for cost-reimbursement sub agreements.
- Reviewing and authorizing payment of subrecipient invoices to verify the completeness and acceptability of work performed, the reasonableness of expenditures, and fulfillment of any cost-sharing commitments.
- PI and/or local administrator may at their discretion conduct on-site visits to evaluate compliance with the project's scientific objectives, and the appropriateness of the subrecipient's administrative systems, processes, and charges.

5.2 Contractor

Contractor is defined as an entity that receives a contract, a legal instrument by which a non-Federal agency purchases property or services needed to carry out the project or program under a Federal award. A contract creates a procurement relationship with the contractor. Contracts fall under two broad categories – fixed price (paid negotiated amount regardless of actual expenses) or cost reimbursement (paid for all allowed expenses up to a set limit).

Characteristics of a contractor:

- Provides goods and services within routine business operations
- Provides similar goods and services to many different purchasers
- Operates in a competitive environment
- Provides goods and services that are ancillary to the operation of the project
- Is not subject to compliance requirements of the project

5.3 Consultant (Independent Contractor)

Consultant is an expert adviser who is paid for time at a fixed rate of compensation specified in the service agreement. A consultant can be an individual or a company. Consultants must use their own equipment and materials.

The Independent Contractor evaluation is an important step in correctly classifying workers. This review is a means to ensure that the network has proper documentation supporting the classification decision. If an independent contractor does not meet specific qualifications, they may need to be hired as an employee. See HR manual sec 2.5.

Keep in mind, not all of the characteristics above need to be present to determine whether another non-Federal agency should be classified as a subrecipient or a contractor. Uniform Guidance states that judgment should be used in each case.

5.4 Subaward

Subaward is an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Pass-Through Entity to an eligible subrecipient or by a subrecipient to a lower tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services nor does it include any form of assistance which is excluded from the definition of “award” under 2 CFR 200.

5.5 Subrecipient

Subrecipient is the operating entity (the legal entity, where possible) to which a subgrant is made and which is accountable to the pass-through entity for the use of the funds provided. A subrecipient may also be a direct recipient of U.S. government grant or cooperative agreement under other agreements or a subrecipient of another pass-through entity at the same time.

A subrecipient may have some or all of the following characteristics:

1. The subrecipient’s performance is measured against meeting the stated goals and objectives of the program; there are performance requirements that must be met and reported.
2. The subrecipient is delegated responsibility for making relevant administrative and programmatic decisions.
3. The subrecipient is actively involved in the process for determining who is eligible to receive services.
4. The subrecipient is perceived to be an agent or extension of the pass-through entity with regard to the specific U.S. federal or other grants.

5. The services provided by the subrecipient are on-going as opposed to occasional.
6. The sub-agreement states that the subrecipient is to comply with all applicable laws and regulations.

AFROHUN must secure prior approval when required by the sponsor before sub-granting, transferring or contracting out any work under an award. Prior approval is considered secured when the funding agency has approved what AFROHUN described in the project application as intent and scope of work to subgrant, transfer or contract out certain components of the work to another organization that is specified by name in the funding application.

Some sponsors require applicants to specifically request prior approvals in their budget justification(s) in order for prior approval to be granted through the proposal/application process. To address this, budget justifications submitted as part of an AFROHUN funding proposal/application must include language confirming whether or not prior approval is being requested for subawards as well as other items of cost that normally require sponsor prior approval such as equipment, participant support costs, travel, etc.

If the project proposal or originally approved budget did not reflect approval to subgrant, transfer or contract out certain components of the work under an award, AFROHUN must seek the prior approval from the U.S. federal agency's Agreement Officer (through the Agreement Officer's Representative) to revise budget and program plans during the implementation phase of the project and issue a new subaward.

Note: 2 CFR 200.308 (c) (6) is the basis for the prior approval requirement noted above. This provision does not apply to the purchase of supplies, materials, equipment and general support services.

5.6 Vendors/Contractors

The difference between a vendor and a subrecipient is significant for the purposes of 2 CFR 200 Subpart F applicability (audit requirements). When AFROHUN procures goods and services from a vendor with U.S. federal funds, it is the vendor's responsibility to meet the requirements of the procurement contract. When AFROHUN subgrants to another entity, AFROHUN is responsible for ensuring that the pass-through funds are utilized in accordance with applicable laws and regulations.

2 CFR 200.331 offers the following characteristics for subrecipients and vendors:

Subrecipient	Vendor
Determines who is eligible to receive assistance for the program being administered.	Provides goods and services to many different purchasers and any willing buyer. Operates in a competitive environment.
Has its performance measured against whether the objectives of the program were met.	Provides goods and services that are ancillary to the operation of the U.S. federal program.
Has responsibility for programmatic decision-making.	Provides goods and services within normal business operations.
Has responsibility for adherence to U.S. federal program compliance requirements.	Is not subject to compliance requirements of the U.S. federal program.

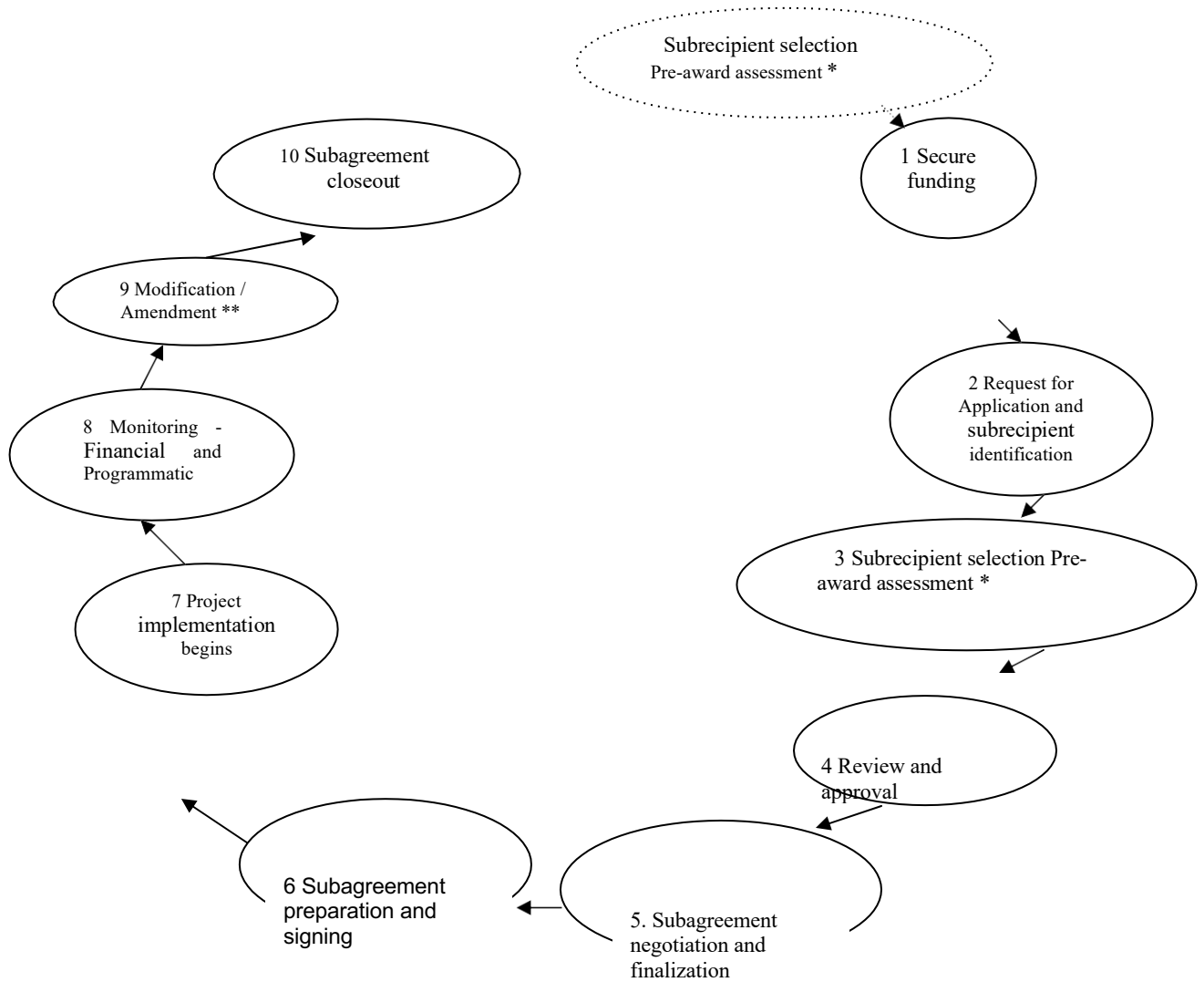
5.7. Country Liaison;

A country liaison is an employee who builds and maintains mutually beneficial relationships, facilitates communications and coordinates activities among AFROHUN countries and other organizations. They are also technical or subject matter experts for the countries they represent.

5.8 Finance & Administrative Staff;

Finance and Administrative staff will process sub-awards, ensuring specific prime award identification and contract provisions flow down into the sub-award as needed to ensure compliance. They will be responsible for pre-award assessment of the subawardees and ensure that all administrative requirements are met before the award. These include, workplan and budget preparation, signing and returning of the required forms and confirming that the subawardee does not have any exclusions imposed by the funder

6.0 THE SUBGRANT IMPLEMENTATION CYCLE



PRE-AWARD PHASE 1

1. Secure Funding
2. Request for Application and subrecipient identification
3. Subrecipient selection - Pre-award assessment *
4. Review and approval

AWARD PHASE 2

5. Subagreement negotiation and finalization
6. Subagreement preparation and signing

IMPLEMENTATION AND MONITORING PHASE 3

7. Project implementation begins
8. Monitoring (Financial and programmatic)
9. Modification / Amendment

CLOSEOUT PHASE 4

10. Subagreement closeout

6.1 Pre-Award Phase 1;

It is the responsibility of the PI (or designated personnel) to ensure that the selection of a subrecipient is conducted in a manner to provide, to the maximum extent practical, open and free competition. The easiest way to do so is to competitively bid the work to be subcontracted out, which is appropriate when multiple possible sources exist for the work to be performed. Solicitations for proposals from possible subrecipients shall be based upon a clear and accurate description of the technical requirements for the service to be provided and should clearly set forth all requirements that the offeror must fulfill in order for his or her bid to be evaluated by AFROHUN. Subsequent awards to subrecipients should be made to the offeror whose bid is most responsive to the solicitation and is most advantageous to AFROHUN, price and other factors considered, including that the proposed subrecipient is technically qualified. Sole sourcing may also be used if the Principal Investigator (PI) wishes to collaborate with an identified institution, colleague or contact offering unique expertise or exclusive capabilities toward the project. The process should be documented and exclusive capacity clearly identified.

6.1.1. Secure Funding

AFROHUN consider funds as secured when the agreement is fully-executed (i.e. signed by both parties) or when the first advance installment of funds is received (whichever occurs first).

6.1.2 Request for Application and subrecipient identification

AFROHUN's ability to assess potential subrecipients can be a major factor in a donor or auditor's evaluation of AFROHUN as a primary recipient. The process of selecting a potential subrecipient is a critical part of a system for subagreement management. AFROHUN will therefore identify

partners to work with under a given grant and invite the partners to apply for funding.

6.1.3 Subrecipient Selection and Review

The PI of a particular proposal or award is responsible for the due diligence involved with selecting a potential subrecipient. This due diligence must occur prior to inclusion in a proposal submission and prior to executing a subaward if a subaward is added after the proposal stage. The PI should select a subrecipient based on an assessment of the subrecipient's ability to perform the work successfully. This should include an analysis of the subrecipient's past performance, technical and administrative capability, as well as an assessment of the proposed costs for the work to be done. A PI who plans to engage an entity to assume a portion of programmatic effort as part of a proposal submission or as a new subaward post-award must begin by submitting the following documents to the AFROHUN Regional Manager, Finance and Administration :

- I. Completed Subrecipient Commitment Form to determine appropriate relationship,
- II. Completed Mini Audit Questionnaire form,
- III. Letter of intent signed by Subrecipient's authorized representative that confirms the identity of the subrecipient institution's PI, requested subaward amount, and period of performance,
- IV. Proposed statement of work,
- V. Detailed budget and budget justification
- VI. Selection justification (competitive or sole source?)
- VII. Procurement Policies
- VIII. Travel Policies
- IX. Human Resource Policies

If the work is to be done via a Contract:

If the procurement cost is over \$10,000 and under \$150,000, there are two primary methods of selecting a Contractor; single/sole source selections or competitive.

6.1.3.1 Single or Sole Source selection

This is the most common when the Principal Investigator (PI) wishes to collaborate with an identified institution, colleague or contact offering unique expertise or capabilities toward the project proposed to a sponsor. As specified in the [Uniform Guidance, section 200.320](#) - Methods of procurement to be followed, this procuring of services from only one source may be used only when one or more of the following circumstances apply:

- I. The item or service is available only from a single source;
- II. The public exigency or emergency for the requirement will not permit a delay resulting

- from competitive solicitation;
- III. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
 - IV. After solicitation of a number of sources, competition is determined inadequate.

In both Single/Sole Source and Competitive selection, the PI is required to provide justification identifying the need for particular services and why the selected Subrecipient is the source selected.

6.1.3.2 Competitive bidding

This is often used when purchasing goods or services, or when the PI has not identified a preferred Subrecipient or Contractor at the time of the proposal or post award. The PI will solicit proposals and base the selection on technical merit, administrative capability, and cost objectives.

AFROHUN works with a wide variety of partner organizations, some of which may lack sufficient financial control and management systems required to meet donor and audit requirements. AFROHUN's ability to assess potential subrecipients can be a major factor in a donor or auditor's evaluation of AFROHUN as a primary recipient. The process of selecting a potential subrecipient is therefore a critical part of a system for sub agreement management.

6.1.3.3 Pre-Award Assessment

AFROHUN has established criteria that define the necessary requirements and desired qualifications for a potential subrecipient. The following are questions to ask in the pre-award assessment of potential subrecipients:

- Does the entity have acceptable financial and management systems and personnel capable of recording transactions and monitoring the use of funds?
- What are the current and past activities of the entity? Are they in line with AFROHUN's current activities, mission and vision?
- With whom has the entity been affiliated in the past? If it has received funds from organizations with which AFROHUN is familiar, can such organization provide a positive reference for the entity? What were the procedures used by that organization to screen subrecipients?
- What is the reputation and standing of the entity and its key personnel in the community?

- Are the entity's staff, particularly management, reputable? Is it possible to perform a character/credit check on key personnel?
- Is the entity legally established in a manner appropriate for both AFROHUN's purposes and those of the donor?
- Is AFROHUN satisfied that the entity does not support any kind of organization, establishments or person that knows or has a reason to know advocates terrorism or engages in terrorist activity?
- Does the entity's financial statements for the last three (3) years, preferably audited, include opinion qualifications? Do they indicate financial sustainability and good quality financial management?

Representatives of AFROHUN's Finance and Administration Department (particularly the unit and technical staff responsible for managing subgrants) should participate in the assessment of potential subrecipients. Subrecipients will be required to complete the Subrecipient Commitment and Mini Audit forms (see section 6.2.1.1). The Risk Assessment Form (see section 6.2.1.2) will then be completed by AFROHUN staff.

6.1.4 Review and approval.

Statement of Work

The PI and the subrecipient negotiate the Statement of Work ("SOW") for the subaward and it is included as part of the proposal submitted to the prime agency. The Statement of Work should be a concise narrative abstract of the work to be undertaken by the subrecipient. It is imperative that SOWs are clearly written and deliverables specified.

Budget

The costs related to subawards are included in AFROHUN's direct cost portion of the prime proposal. A separate subaward budget must be attached within AFROHUN's proposal, providing a detailed breakdown of budget categories, such as salaries, wages, fringe benefits, materials, supplies, equipment, travel and other direct costs that are required in order to accomplish the specific aspects of the project that the subrecipient has been requested to perform. As stated in section 5.5, some sponsors require applicants to specifically request prior approvals in their budget justification(s) in order for prior approval to be granted through the proposal/application process. To address this, budget justifications submitted as part of an AFROHUN funding proposal/application must include language confirming whether or not prior approval is being

requested for subawards as well as other items of cost that normally require sponsor prior approval such as equipment, participant support costs, travel, etc.

Other documents

A Letter of Intent, signed by a designated business official of the subrecipient, must be included as part of the subrecipient's proposal. This signatory must be authorized to commit the subrecipient's time and resources toward the work described in the subrecipient's proposal. For fixed price subawards, the subrecipient shall include a statement indicating that the attached quote will remain valid for a minimum of six (6) months from date of their proposal.

DUNS Number/Unique Entity Identifier (UEI) for Subrecipients

A DUNS Number (Data Universal Numbering System) or Unique Entity Identifier(UEI) is a unique identification number to identify business entities. UEI's are assigned by the System of Award Management (SAM) system. For all subrecipients, a DUNS number or UEI (whichever is required at the time of award) is required in order for AFROHUN to issue a subaward to the subrecipient organization. See 2 CFR 25.300.

SAM.gov Registration

Active registration in the System of Award Management (SAM.gov) is required for all entities receiving sub agreements from AFROHUN when required by the funding opportunity (NOFO/RFA) or the funding agreement (prime or pass-through). If not specifically required by the sponsor, active SAM.gov registration is not required but is recommended.

6.2 Award Phase 2

Once a fully executed prime award is received from the sponsor, AFROHUN will embark on the process of sub awarding to the subrecipient. Based on the sponsor approval requirements regarding subawards, prior approval may be required for all new subawards if the sub award was not incorporated as part of the approved prime proposal budget. In cases where the subaward was part of the prime proposal budget and justification and a request for prior approval of the subaward was included (when required by the NOFO/RFA or funding agreement) in the budget justification, additional approval is not required for the subawards.

6.2.1. Sub-agreement negotiation and finalization

6.2.1.1 Subrecipient Information Form

Upon receipt of the above-mentioned documents (Subaward v.s. Contract determination, Letter of intent), the Grant Manager or designate officer at AFROHUN will send a Subrecipient Commitment Form (Appendix 1) to the selected Subrecipient's institution. The Mini Audit

Questionnaire (Appendix 2) will also be administered to collect information that pertains to the entity's financial situation and operational procedures.

6.2.1.2 Risk Assessment

Once the selected entity returns the completed Subrecipient Information Form, the Grant Manger or designate will complete a Risk Assessment Form (Appendix 3). If the risk analysis results in a high level of financial risk as per the Risk Evaluation (Appendix 4), the Grant Manger or designate will consult with the Regional Manager Finance and Administration and determine if additional terms and conditions or more robust monitoring measures will apply. In rare instances, the AFROHUN may determine whether the risk is too great to move forward with an agreement. Accurate risk assessment is critical to the success of AFROHUN's pre-award assessment effort. Assessing risk involves evaluating the effectiveness of an entity's internal control system in preventing and detecting non-compliance with U.S. federal or other funders guidelines and the internal guidelines of AFROHUN. A risk assessment is used to determine the priority of subrecipients to be reviewed and the level of monitoring to be performed.

Risk assessment should be conducted and documented every two years at minimum. Significant turnover in the subrecipient's personnel, a change in the quality or timeliness of required reports, or information received from other sources may all necessitate a review to determine if a revised risk assessment is warranted.

In determining risk, the AFROHUN Risk Evaluation Form (Appendix 4) will be used to evaluate items such as:

1. Size and age of the subrecipient organization
2. Strength and sophistication of the subrecipient organization's internal controls
- 3.
4. Length of time the subrecipient organization has been a subrecipient to the AFROHUN (if applicable)
5. Amount of subaward (in a year) as a percentage of the subrecipient organization's total expected annual funding from all sources
6. Total subaward amount previously awarded by AFROHUN to the subrecipient organization (if applicable)
7. Total subgrant amount that AFROHUN will be funding under the current sub agreement
8. Subaward amount that AFROHUN will be funding under the current sub agreement as a percentage of the total subaward budget line item per grant agreement between AFROHUN and the sponsor

9. Complexity of the funding sources awarded
10. Financial viability and cash flow
11. Knowledge and familiarity of the subrecipient organization with applicable donor regulations
12. Variety and complexity of the programs being funded
13. Results of AFROHUN's previous experience with the subrecipient organization
14. Extent of AFROHUN program staff involvement with the subrecipient organization
15. Information on past performance available about the subrecipient organization from other international NGOs, UN agencies and donors
16. Extent of 'negative' information about the subrecipient organization from such organizations
17. Whether the subrecipient organization will conduct its own procurement or AFROHUN will make major procurement for the subrecipient organization.

If AFROHUN has had a long and successful relationship with the subrecipient, the subrecipient has had clean audits, and all reports have been filed accurately historically, the subrecipient would likely be classified as a low risk. If the subrecipient is new to the AFROHUN but has had successful relationships with other collaborating organizations and is a part of a large and successful organization such as another international NGO, the subrecipient may be evaluated initially as a medium risk. A small, start up non-profit agency operating a new program would likely be evaluated as a high risk, at least until some history is established.

The AFROHUN must always consider the complexity of the funding sources and programs being funded in determining the risk assessment. It is quite likely that the same subrecipient will have different risk assessment levels assigned for a more or less complex project.

a) Minimizing Risk

AFROHUN may take one or multiple of the following actions to minimize the risk after determining that a prospective recipient is a high-risk organization:

1. Not award the funding;
2. Award the funding but with *Special Award Conditions*
3. Award the funding but arrange for appropriate technical assistance to the recipient to support supervision of the subaward to ensure that it is on course.

i) Not Award the Funding

The subgrant should not be made if the nature and extent of the risk are so serious that poor performance by the recipient is probable. If the proposed project is sufficiently meritorious and has otherwise been duly approved, a decision not to award the funding on the ground that the organization is high-risk implies a decision that the U.S. federal government's or any other funders' interests cannot be adequately protected by options 2 and 3 above.

ii) Special Award Conditions

It is AFROHUN's policy to use special award conditions as a means of protecting the funders' interests and affecting positive change in the recipients' performance or compliance, including the quality of their management systems. Special award conditions of a programmatic and/or administrative nature may be appropriate if an organization has a history of poor programmatic performance, is financially unstable, has inadequate management systems, or has not complied with the terms of previous AFROHUN awards. If special conditions are included in an award, AFROHUN will designate the recipient as "high risk/special award conditions".

Special award conditions may include one or more of the following as appropriate for the specific award or recipient. The potentially adverse impact of a particular special condition(s) on a recipient's ability to carry out the program must be considered and be balanced with the need to protect AFROHUN's and the funder's interests.

- a. Use of a reimbursement payment method rather than advance funding.
- b. Use of the deductive method for accounting for program income*.
- c. More frequent financial or progress reporting than otherwise required under the program.
- d. If a subgrant contains special conditions, the AFROHUN must ensure that the subrecipient is aware of those conditions and understands the action that is necessary to satisfy them. When feasible, this includes developing a corrective action plan with the affected subrecipient, monitoring improvement and assessing, at the conclusion of the corrective action period (generally no more than 2 years), whether the special award conditions can be removed.

*For purposes of this manual, Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in sec200.307 paragraph (f). Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and

interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.

AFROHUN must maintain documentation of the corrective actions and efforts to assist the subrecipient in eliminating the deficiencies which resulted in the imposition of the special award conditions.

Once the special award conditions are satisfied, the AFROHUN is responsible for the removal of the conditions.

The monitoring plans for each subrecipient should be tailored to correspond to the program that the subrecipient operates, the funding they receive and the subrecipient's assessed level of risk. For each of the required compliance areas, this Manual suggests various procedures to be followed at each level of risk.

6.2.2 Preparing the Subaward Agreement

AFROHUN uses the standard subaward template in Appendix 7 for Cash Advance subawards. For cost reimbursement subawards, the same template is used except for Article 5.F, which is replaced with the version of 5.F in Appendix 8 of this manual. The subaward document shall include terms and conditions required by the prime award and risk level of the subrecipient. Also included with the subaward documentation:

Cover letter

Subaward face page

Attachment 1 (Certifications and Assurances)

Attachment 2 (Prime Award Terms and Conditions)

Attachment 3 (Contacts/Highest Compensated Officers)

Attachment 4 (Invoicing and Reporting Requirements, completed by PI)

Attachment 5 - Statement of work and Budget

The AFROHUN Grant Manager or his designate will email the subaward agreement to the subrecipient for review and signature with cover letter and attachments noted above, plus SOW, budget, and copy of award letter for Prime award to the subrecipient's administrative contacts for signature, copying the Subrecipient's PI and Grants Office and the AFROHUN PI. Upon receipt of the partially executed subaward, the AFROHUN Grant Manger will forward the document to the AFROHUN PI for final approval. The fully executed award will then be emailed to the subrecipient, again copying the PI and the Grants Office for the subrecipient and the AFROHUN

PI.

6.3 Implementation and Monitoring Phase 3

6.3.1 Subaward Administration

Subrecipient requests for post-award administrative actions (including, as applicable, re-budgeting, international travel approvals, equipment purchases, new lower tier subawards, entering into consultant agreements) on existing subawards are to be forwarded to AFROHUN's Regional manager Finance and Administration. AFROHUN's Regional Manager Finance and Admin will consult with the AFROHUN PI, through the appropriate administrative representative, before acting on such requests. Where AFROHUN is not the Prime, Prime sponsor approval may be necessary for certain changes or actions per the terms of the prime agreement. AFROHUN is responsible for the issuance and execution of all subaward modifications. Except where restricted by Prime sponsor or Pass-Through Entity requirements, AFROHUN will process all subaward modifications using the AFROHUN Subagreement Modification form (Appendix 9) and attach any necessary documents that need to be incorporated into the modification (e.g., budget for supplemental funding, revised statement of work, etc.).

6.3.2 Communication with Subrecipient

Information contained in the subaward states the deliverables, administrative requirements and applicable laws and regulations (collectively "terms and conditions") with which the subrecipient must comply. The subagreement and the referenced prime award define the subrecipient relationship with AFROHUN. The PI and any designees administering the subaward must be familiar with the terms and conditions of the agreement. Communication between all parties should continue throughout the collaboration via telephone calls, emails, letters, any other virtual means and site visits as necessary to ensure efficient and compliant implementation of funded activities.

Any potential conflicts or issues regarding non-compliance should be immediately brought to the attention of the subaward PI and reported to the AFROHUN PI and Finance and Administration department. AFROHUN will serve as the official contact with the subrecipient's administrative representative in such instances where AFROHUN is serving as the pass-through entity for a subaward. The Subrecipient has no direct relationship with the Prime Sponsor and shall not communicate directly with the Prime unless approved to do so by AFROHUN.

6.3.3 Payment Terms and Conditions

Efficient payment terms and conditions are critical to ensuring that funds are made available to

subrecipients as needed and that cash advances from the donor are drawn as close as possible to actual cash outlays by the subrecipient.

Below are the different payment mechanisms that AFROHUN can adapt as a pass-through entity:

6.3.3.1 Payment by Cash Advance

Payment by cash advance is the most used term of payment between AFROHUN and subrecipients. Cash advances to a subrecipient shall be limited to immediate cash requirements and the minimum amounts needed by the subrecipient in carrying out the purpose of the approved program or project. Procedures for requesting cash advances should be as close as is administratively possible to actual cash outlays. The ideal scenario is to advance cash to subrecipients on a monthly basis.

All this said, we recognize that as we consider the materiality of monthly program expenses involved, the physical location of subrecipients we are working with, and the administrative burden to process fund transfers every month, requiring monthly fund transfer may not be practical to implement. If this is the case, AFROHUN has the authority to transfer funds to the subrecipient up to the three (3) months cash requirements to implement the program.

At any given point in time, no further cash advance should be made unless seventy five (75%) percent of the outstanding cash advance has been liquidated.

6.3.3.2 Payment by Cost Reimbursement

This payment process requires the subrecipients to periodically submit financial reports with additional supporting documentation to be reimbursed for expenses already incurred.

Although this is AFROHUN's preferred method for paying subgrant expenses, AFROHUN recognizes that most subrecipients do not have the cash flow to cover costs in advance to implement projects and wait to be reimbursed. This reason makes this option the least favorable from the subrecipient's standpoint.

6.3.3.3 Cash on a Working Capital Advance

Under this procedure, AFROHUN shall advance cash to the subrecipient to cover the estimated disbursement needs for an initial period generally geared to the subrecipient's disbursing cycle, normally thirty (30) days. Thereafter, AFROHUN shall reimburse the subrecipient for its actual cash disbursements.

6.3.3.4 Sub granting using a performance-based approach

This approach identifies partners with capacity to deliver the proposed project based on performance. A Sub agreement is prepared with clear performance measures (or milestones) with funding linked to each set project performance. The project is monitored based on the agreed milestone.

This approach forces the subrecipient to perform and deliver the agreed result under a given milestone prior to receiving additional funding from AFROHUN.

Please remember that the ideal level of funding for high risk subrecipients is \$10,000 or less. However, we also recognize that limiting the funding to \$10,000 can be too restrictive in exceptional cases due to the nature of the program activities that the AFROHUN and subrecipient need to carry out. AFROHUN will allow funding high risk subrecipients up to a maximum of \$100,000 per subagreement provided that the performance-based approach in subgranting will be used and that fund transfers to the subrecipient will be limited to a maximum of \$10,000 at a time.

For subrecipients under a cost reimbursement subagreement, AFROHUN requires withholding of at least (10%) percent of the final payment until the final program and financial reports are submitted and approved.

Payment terms may be used as a tool to effectively control/manage the program. The timing of releasing payment may be influenced by the subrecipient's ability to submit the required program and financial reports. This concept is the basis for AFROHUN's policy noted above requiring AFROHUN to withhold at least ten (10%) percent of the final payment to subrecipients.

Determining the payment terms and conditions should be influenced by AFROHUN's risk assessment of the subrecipient to ensure that any areas of concern are addressed with appropriate mitigation measures. A high risk subrecipient warrants more rigid payment terms. The payment terms and conditions per Prime agreement between AFROHUN and the sponsor may also be a contributing factor in determining the payment terms between AFROHUN and the subrecipients.

AFROHUN prefers to wire transfer funds, although other methods such as issuance of check is also acceptable and widely used. AFROHUN will ensure that complete and accurate subrecipient's bank information is obtained prior to starting the project and wiring any funds to the subrecipient. Regardless of the payment terms and conditions that AFROHUN and the subrecipient will agree on, AFROHUN should periodically review its effectiveness during the life of the subgrant and as we prepare the closeout report for every subagreement.

6.3.4 Financial Reporting

6.3.4.1 Frequency of Reporting

AFROHUN requires monthly financial reporting from subrecipients using the format in Appendix 6 of this manual, as this frequency of reporting will improve the burn rate of project expenses reported to the sponsor. It will also improve the ability of AFROHUN to continually monitor subrecipient spending, identify any issues needing to be addressed or clarified, and work with the subrecipient resolve any disputes or errors about the expenses claimed. Under certain circumstances, quarterly reporting may be allowed as long as timely reporting to the Prime Sponsor or Pass-Through Entity is not impacted and the subrecipient is not considered high-risk.

A final report shall be required to be submitted within 45 days of the completion of the subagreement performance period. Subrecipients shall submit monthly financial reports no later than ten (10) days after the end of monthly reporting period, or twenty (20) days after the end of the quarterly reporting period. Extensions of reporting due dates may be approved by AFROHUN upon written request of the subrecipient.

6.3.4.2 Actual vs. Budget Financial Information

Financial reports should include a comparison of actual expenses and budgeted amounts. The subagreement will clearly require the need for a narrative explanation of actual vs. budget line item variances to accompany the financial report or when proposed budget line item movement will require a formal amendment to the budget.

6.3.4.3. Subaward Monitoring Responsibilities

As a pass-through entity, AFROHUN must monitor the subrecipient to ensure that the subaward is used for authorized purposes, is in compliance with applicable Federal statutes and regulations, and achieves performance goals.

The PI is responsible for all technical aspects of the subaward. The PI is also responsible for reviewing subrecipient invoices and providing payment approval. This requires the PI to monitor the rate of expenditure to determine if costs are reasonable and to confirm the work is progressing as planned and in accordance with spending, and that there will be sufficient funds for the duration of the project. The PI is responsible for monitoring all work in progress. Generally this will entail informal contact between investigators, unless the subaward agreement requires formal monthly or quarterly technical reports. The subrecipient PI shall inform the AFROHUN PI and Finance and Admin department of any anticipated instances of non-compliance with reporting requirements. AFROHUN PIs should use the Subrecipient Monitoring Checklist (Appendix 5) to document subrecipient progress.

6.3.5 Technical Monitoring

As a pass-through entity, AFROHUN assumes responsibility for the conduct and completion of the project activities undertaken by the Subrecipient. Subrecipient progress reports should be reviewed thoroughly by the Principal Investigator and discussed with the Subrecipient as needed to ensure successful implementation and achievement of project deliverables and objectives.

6.3.6 Financial Monitoring

The Subrecipient is instructed to submit invoices and/or expense reports and certifications, as appropriate, based on the type of subaward established (cost reimbursement v.s. cash advance). Invoices and expense reports/certifications shall be submitted to the PI responsible for the oversight of the effort performed and to the appropriate financial and administrative contact(s) at AFROHUN. The PI must review the invoice or expense report to determine that the amount being requested or reported is consistent with the amount of effort performed during the billing/reporting period. Upon approval of the invoice, the PI will authorize payment with a signature, provide the account number and/or program/project to charge, and forward the invoice to Accounts Payable for processing. For expense reports submitted for cash advance subawards, the PI will document approval with a signature, confirm the program/project the report is associated with, and forward the expense report and certification to the appropriate financial and administrative contact(s) to record and liquidate against the cash advance(s) provided to the subrecipient.

Before approving by the PI, the finance team will confirm the following:

- Account number and/or project/program are correct
- Information is accurate and reflective of the work completed by the subrecipient during the invoicing/reporting period
- Review of supporting documents to ensure that expenses match the receipts.
- Period of performance is consistent with previous invoices and is within the start and end dates of the subaward
- Confirm indirect cost rate is calculated correctly
- Current and cumulative total is in accordance with approved budget
- Authorize payment with signature

6.3.7 Risk Monitoring

As the prime award recipient of sponsor funds, AFROHUN must verify that Subrecipients are meeting their annual audit requirements as they apply to the particular type of entity receiving funds, and review annual Single Audit Reports for any findings which might impact the Subrecipients ability to complete their portion of the project, or which disqualify them from receiving federal funding. The level of risk assigned during the risk assessment will determine the

intensity of monitoring recommended for the subaward, in addition to the prime sponsor terms and conditions.

Activities of the subrecipient are monitored as necessary to ensure the subaward is used for authorized purposes; is in compliance with applicable Federal statutes, regulations and the terms and conditions of the subaward; and performance goals are met.

6.3.8 Monitoring of subrecipients

On an annual basis AFROHUN shall conduct site visits to all subrecipients 2-3 times a year to ensure that the subrecipient's are implementing the activities in compliance with the signed agreement. The following will be checked during the subrecipient monitoring site visits;

- Provide one on one technical support needed for the smooth implementation of the subaward ensuring that all clauses in the agreement are very clear including reporting requirements.
- Review and reconcile expenses to ensure that AFROHUN and subrecipient's closing balances for the period tally
- Review bank reconciliations and financial and programmatic reports. Conduct follow-up processes to ensure subrecipient takes timely and appropriate action on all deficiencies detected through audits, onsite reviews and other methods, and issuance of management decisions for all audit findings pertaining to the award. A subrecipient monitoring checklist (Appendix 5) will be used to ensure completeness of the monitoring process of the subaward.

6.3.9 Financial Auditing;

A financial audit of USAID - funds or other funds provided to the subgrant must be performed in accordance with International Auditing Standards, or other approved standards where applicable and accordingly includes such tests of the accounting records as deemed necessary under the circumstances. AFROHUN will require all its subgrantees to have an annual audit throughout the grant period using the approved list of Auditors applicable in the respective country. The specific objectives of the audit are:

- a. Express an opinion on whether the fund accountability statement for the USAID -funded programs or other funds presents fairly, in all material respects, revenues received, costs incurred, and commodities directly procured by USAID - funds or other funds for the period audited in conformity with the terms of the agreements and generally accepted accounting principles or other comprehensive basis of accounting (including the cash receipts and disbursements basis and

modifications of the cash basis).

b. Evaluate the recipient's internal control related to the USAID -funded programs or other funding, assess control risk, and identify significant deficiencies including material weaknesses. This evaluation should include the internal control related to required cost-sharing contributions where applicable.

c. Perform tests to determine whether the recipient complied, in all material respects, with agreement terms (including cost sharing/counterpart contributions, if applicable) and applicable laws and regulations related to USAID-funded programs or other funders. All material instances of noncompliance and all illegal acts that have occurred or are likely to have occurred should be identified. Such tests should include compliance requirements related to required cost-sharing contributions, if applicable.

d. Perform an audit of the indirect cost rate(s) if the recipient has been authorized to charge indirect costs to USAID or other funder using provisional rates and USAID has not yet negotiated final rates

During Pre-award assessment, all institutions with low – medium risks shall be required to conduct an annual audit for the funds given upon which subsequent engagements will be based on the audit findings. Trainings will be planned based on the audit recommendations and needs assessments completed to strengthen the capacity of the sub grantee.

7.0 Close Out of Subawards

7.1 Closeout Timeline and Activities

7.1.1 Before the Sub-agreement End Date

1. Approximately three (3) months before the sub agreement expires, the Country Liaison and finance staff managing the subaward should assess where the subrecipient is in terms of accomplishing the project activities and deliverables and verify expenditure status of the subaward, i.e., how much has been spent and how much is remaining.
2. Alert the subrecipient about the impending closeout and resend the related procedures and calendar of activities, as needed.

Note: If the program implementation activities will permit, AFROHUN should end subagreements

three (3) months prior to the end date of the agreement between AFROHUN and the funder. This will give AFROHUN sufficient time to work with the subrecipient on close-out related activities and focus on the summary/high level issues of closing-out the award and preparing reports for the sponsor within ninety (90) days after the award end date or other timeline specified in the award document.

3. Confirm that the subagreement will not need any extensions or amendments.

3. Check the terms of the sub agreement for information regarding the due date of final program and financial reports, any special closeout requirements, and whether project-related expenses that were arranged during the sub agreement period can be incurred after the official end date. When this is allowed, there is usually a specified period of time after the end date when expenses can still be recorded against the subaward.

7.1.2 After the Sub agreement End Date

Once the sub grant expires, the following areas needs to be focused on for a smooth Closeout Process:

1. The Country Liaison managing the sub agreement should closely coordinate with the subrecipient to ensure timely submission of the final program and financial reports due to AFROHUN.

Final program and financial reports should be finalized and submitted by the due date indicated in the sub agreement and after all award activities have been concluded.

2. AFROHUN shall ensure that the subrecipient promptly refunds any balances of unobligated cash that AFROHUN has advanced or paid and that is not authorized to be retained by the subrecipient for use in other projects.

3. AFROHUN will make prompt payments to a subrecipient for allowable reimbursable costs incurred under the subgrant being closed out.

4. Disposition procedures for property acquired or furnished through the subaward differ from one award to another. The terms of the award should be checked for specific procedures, and all property should be retained, returned, sold or donated in accordance with the applicable requirements.

5. If an audit is required and the final audit has not been performed prior to the closeout of

an award, AFROHUN retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

6. To ensure that the necessary subaward closeout procedures are followed, AFROHUN is required to complete an internal document called the Sub Award Closeout form (Appendix 10).
7. Any patents ,inventions or copyrights resulting from the work funded during the subaward period must be reported to AFROHUN on an annual basis.

7.2 Post Closeout Phase

Subsequent Adjustment and Continuing Responsibilities of Subrecipient After Closeout

AFROHUN will ensure that the subrecipient is aware of potential subsequent adjustments and its continuing responsibilities after the closeout.

The closeout of a subagreement does not affect any of the following:

1. The right of AFROHUN to disallow costs and recover funds on the basis of a later audit or other review.
2. The obligation of the recipient to return any funds due as a result of later refunds, corrections or other transactions
3. Compliance with applicable audit requirements
4. Compliance with property management requirements
5. Compliance with records retention requirements of AFROHUN

After closeout of a subagreement, a relationship created between AFROHUN and the subrecipient may be modified or ended in whole or in part as agreed on by both parties, provided that the responsibilities of the subrecipient referred to above are considered as continuing responsibilities of the subrecipient.

8.0 Records Retention

(a) Records Retention Policy Applicable to Sub Awardee as a Pass-Through Entity

(i) The U.S. Federal Government's Records Retention Policy

Financial records, supporting documents, statistical records and all other records pertaining to an agreement must be kept for a period of three (3) years beyond the end of the agreement. This three

year period will begin from the date that the final Financial Status Report is submitted to U.S. federal funding agency by AFROHUN (if the prime recipient) or to the Pass-Through Entity (if a subrecipient).

When agreements are renewed annually, the three (3)-year retention period will begin from the date of submission of the Final Financial Status Report. When an award is an amendment to a previous award, all financial records from the beginning of the original grant period must be kept throughout the three-year period following the end of the period of the final award amendment.

If any claim, litigation or audit is started before the end of the three-year period, the records must be kept until all claims, litigations, or audit findings involving the records have been resolved. Records for non-expendable property purchased with U.S. government funds will be kept for three years after the property is disposed.

(i) AFROHUN's Internal Retention Policy as Applicable to Programs with Subaward Component

The AFROHUN should retain program and financial records such as the original subagreement, approved budget, financial reports and monitoring documentations for a period of seven (7) years after submission of the final Financial Report relating to the grant agreement between AFROHUN and the U.S. federal government agency (or other funder or Pass-Through Entity) that is the source of funds provided to the subrecipient.

Records must be kept for a period longer than what had been stated above if local laws and regulations or award terms and conditions requires AFROHUN to keep them for a longer period.

(ii) Records Retention Policy Applicable to Subrecipients

AFROHUN requires subrecipients to retain program and financial records pertaining to the subaward for a period of seven (7) years after AFROHUN issues the Closeout Letter accepting the subrecipient's final Program and Financial Report.

If any claim, litigation or audit is started before the end of the seven-year period, the records must be kept until all claims, litigations, or audit findings involving the records have been resolved.

8.1 Sub agreement Files

Subrecipients are required to maintain a file/folder (whether electronic or hardcopy) for every single subagreement.

Below is the recommended method for how to classify each document within the subagreement folder:

- A. Pre-Award folder
 - Project proposal
 - Pre-award assessment documents
- B. Original Subagreement and amendments folder (includes all related attachments)
- C. Implementation and monitoring phase folder AFROHUN's monitoring documentation
 - Subrecipient narrative reports, Subrecipient financial reports, Audit reports and related follow up
- D. General correspondences
- E. Closeout Folder

9.0 References and Related Policies

- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR 200.331, Subrecipient and Contractor Determinations – federal guidance regarding how to distinguish subawards from contracts to procure services.
- 2 CFR 200.332, Requirements for Pass-Through Entities – federal guidance regarding information that must be included in all subawards and the level of management/monitoring required.
- AFROHUN Sub-award Policies and Procedures Manual
- AFROHUN Checklist for New Subawards
- AFROHUN Subrecipient Commitment Form – for confirming organizational status, including fringe and indirect cost rates.
- AFROHUN Mini Audit form – for assessing financial systems and risk.
- AFROHUN Policies and Procedures

9.0 Appendices

APPENDIX 1: SUBRECIPIENT COMMITMENT FORM

Instructions;

Your commitment form must be completed by someone who:

- Is knowledgeable about your institution's business processes.
- Possesses information about the Statement of Work your institution's Principal Investigator/Project Director will carry out.

Your commitment form must be approved and signed by your institution's Authorized Organizational Representative (AOR). This is the individual with the authority to legally bind your institution in administration matters related to grants, contracts and cooperative agreements. It should **not** be the head of a sub-unit within your institution, unless that individual has the written delegated authority to serve as an AOR.



SUBRECIPIENT COMMITMENT FORM

Subrecipient Legal _____
Subrecipient PI Name: _____
Address: _____ City: _____ State/Zip: _____
Address research will be _____ City: _____ State/Zip: _____
Proposal Title: _____
Performance Period Begin _____ End Date: _____
Prime PI Name: _____
Prime Sponsor: _____

SECTION A – Proposal Documents

The following documents are included in our proposal submission and covered by the certifications below (check as applicable):

- STATEMENT OF WORK** (required)
- BUDGET AND BUDGET JUSTIFICATION** (required)
- Small/Small Disadvantaged Business Subcontracting Plan, in agency-required format
- Biosketches of all Key Personnel, in agency-required format
- Other: _____
- Other: _____

SECTION B - Certifications

Subaward No: _____

Page 1 of _____

1. **Facilities and Administrative Rates** included in this proposal have been calculated based on:

Our federally-negotiated F&A rates for this type of work, or a reduced F&A rate that we hereby agree to accept.

(If this box is checked, please attach a copy of your F&A rate agreement or provide a URL link to the agreement.)

Other rates (please specify the basis on which the rate has been calculated in Section D Comments below)

2. **Fringe Benefit Rates** included in this proposal have been calculated based on:

Rates consistent with or lower than our federally-negotiated rates

(If this box is checked, please attach a copy of your FB rate agreement or provide a URL link to the agreement.)

Other rates (please specify the basis on which the rate has been calculated in Section D Comments below).

3. **Small Business Concern** Yes No

Subrecipient represents that it is a small business concern as defined in 13 CFR 124.1002.

If "Yes": Subrecipient represents that it is a:

Small disadvantaged business as certified by the Small Business Administration

Women-owned small business concern

Veteran-owned small business concern

Service-disabled veteran-owned small business concern

HUBZone small business concern

4. **Cost Sharing** Yes No **Amount:** _____

Cost sharing amounts and justification should be included in the subrecipient's budget

5. **Human Subjects** Yes No **Approval Date:** _____ **IRB #:**

If "Yes": Copies of the IRB approval and approved "Informed Consent" form must be provided before any subaward will be issued. Please forward these documents to AFROHUN PI

If "Yes": Have all key personnel involved completed Human Subjects Training? Yes

No

6. **Animal Subjects** Yes No **Approval Date:** _____

IACUC #: _____

If "Yes": A copy of the IACUC approval must be provided before any subaward will be issued. Please forward this document to AFROHUN PI as soon as it becomes available.

7. Conflict of Interest (applicable to NIH, NSF, or other sponsors that have adopted the federal financial disclosure requirements)

- Not applicable because this project is not being funded by NIH, NSF, or other sponsor that has adopted the federal financial disclosure requirements
- Subrecipient Organization/Institution certifies that it has an active and enforced conflict of interest policy that is consistent with the provision of 42 CFR Part 50, Subpart F "Responsibility of Applicants for Promoting Objectivity in Research." Subrecipient also certifies that, to the best of Institution's knowledge, (1) all financial disclosures have been made related to the activities that may be funded by or through a resulting agreement, and required by its conflict of interest policy; and, (2) all identified conflicts of interest have or will have been satisfactorily managed, reduced or eliminated in accordance with subrecipient's conflict of interest policy prior to the expenditures of any funds under any resultant agreement.
- Subrecipient does not have an active and/or enforced conflict of interest policy and agrees to abide by AFROHUN's policy

8. Debarment and Suspension

Is the PI or any other employee or student participating in this project debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities?

Yes No

(if "Yes", explain in Section D *Comments* below)

The Subrecipient certifies they: (answer all questions below)

- are are not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts
- are are not presently indicted for, or otherwise criminally or civilly charged by a government entity
- have have not within three (3) years preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract of subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property

- have have not within three (3) years preceding this offer, had one or more contracts terminated for default by any federal agency

SECTION C - Audit Status

9. Audit Status

- Subrecipient receives an annual audit in accordance with 2 CFR 200 Subpart F.

Most recent fiscal year completed: FY _____

Were any audit findings reported? (If "Yes," explain in Section D, *Comments*, below.)

- Yes No

Please attach a complete copy of your most recent A-133 audit report or provide the URL link to a complete copy.

- Subrecipient DOES NOT receive an annual audit in accordance with 2 CFR 200.

Subrecipient is a: Non-profit entity (under federal funding threshold)

Foreign entity

For profit entity

Government entity

A limited scope audit may be required before a subaward will be issued.

SECTION D - Comments

SECTION E – Risk Analysis (Applies to all Federal Awards)

To be completed by Subrecipient:

Subaward No:

Page 4 of

10. Subrecipient is a: Domestic entity
 Foreign entity

11. Subrecipient organization type is: University
 Non-profit or Industry

12. Subrecipient organization is: Mature (5+ years in operation)
 Start-up

13. Subrecipient has: >50 employees
 <50 employees

14. Subrecipient is a direct recipient of Federal awards: Yes
 No

15. Subrecipient has: A-133 audit
 No audit report

16. Cost Sharing/Match required: No
 Yes

17. Subrecipient has: Existing or prior contracts issued from the University of Utah
 No existing or prior contracts issued from the University of Utah

17. (a) If Subrecipient has existing or prior contracts with the AFROHUN, please list award numbers:

17. (b) Subrecipient has not has defaulted on existing or prior contracts or is aware of any prior negative experiences.

18. Subrecipient is listed as debarred/suspended on the excluded parties list: No
 Yes

To be completed by AFROHUN

19. Federal prime award type: Grant
 Contract

20. Cumulative amount of subaward is: < \$499k
 >\$499k

21. Percentage of prime award issued to subrecipient: < 50%
 >50%
Low = 0
High = 1

Total Score _____

Scores of 5 or higher should be discussed with the cognizant AD per subcontract SOP.

SECTION F - Approved for Subrecipient

The information, certifications and representations above have been read, signed and made by an authorized official of the Subrecipient named herein. The appropriate programmatic and administrative personnel involved in this application are aware of agency policy in regard to subawards and are prepared to establish the necessary inter-institutional agreements consistent with

Signature of Subrecipient's Authorized Official

Legal Name of Subrecipient's Organization/Institution

Name and Title of Authorized Official

Address

Email

City, State, Zip

Phone

Federal Employer Identification Number (EIN)

Date

DUNS /UEI number

Subrecipient's Congressional District

Is Subrecipient owned or controlled by a parent entity? Yes No

If "Yes", please provide the following:

Parent Entity Legal Name: _____

Parent Entity Address, City, _____

Parent Entity Congressional _____

Parent Entity DUNS/UEI: _____

Parent Entity EIN: _____

APPENDIX 2 : SUBRECIPIENT MINI - AUDIT QUESTIONNAIRE

Subrecipient Legal Name: __
Subaward Number (if applicable): _____

A Subrecipient is defined as a third-party organization that receives funding from the Africa One Health

BACKGROUND:

University Network (AFROHUN) to collaborate in carrying out an externally-funded program. AFROHUN is responsible for monitoring the programmatic, financial, and conflict of interest (COI) status of its Subrecipients. This is accomplished through various means.

The first step in the monitoring process is to ensure that any potential Subrecipients:

- Have internal controls that provide reasonable assurance that the funds/resources received will be used according to the subaward's terms;
- Are able to safeguard the funds received against waste, loss, and misuse; and
- Will obtain, maintain, and fairly disclose reliable data in all required reports.

Often, AFROHUN can rely on the findings from a Subrecipient's Federal Single Audit, to help evaluate the Subrecipient's capacities in this regard. Subrecipients that spend more than \$750,000 in U.S. Federal awards, during their fiscal year, must have a Single Audit conducted for that year, in accordance with the provisions of [Uniform Guidance 2 CFR 200, Part F \(Audit Requirements\)](#), as modified by the Federal Awarding Agency's policy.

Because the information you provided to AFROHUN indicates that your organization has not undergone, or is exempt from, a Federal Single Audit, for your most recently completed fiscal year, we request that you complete this Mini-Audit Questionnaire.

IMPORTANT: If your organization has participated in an Federal Single Audit, in accordance with [2 CFR 200 F](#), please inform the AFROHUN representative of this, via email to finance@afrohun.org.

INSTRUCTIONS:

This Questionnaire must be completed by the Independent Auditor (CPA) or Chief Financial Officer (CFO) authorized to provide such information on behalf of your organization.

- Answer all questions in English.
- Attach a copy of your most recent audited financial statement, in English, with this questionnaire.
- Attach any additional documentation or information required, based on your responses within the Questionnaire.
- Return the completed/signed Mini-Audit Questionnaire and any required additional materials via email to finance@afrohun.org.
- Questions about the Mini-Audit Questionnaire should be directed to finance@afrohun.org.

No subaward will be issued by AFROHUN until the completed Mini-Audit Questionnaire has been provided to AFROHUN for review.

SECTION A: GENERAL INFORMATION

A1 Which of the following best describes your organization?

Non-Profit Organization
SECTION B: AUDIT INFORMATION
 Commercial / For-Profit

B1 Institution of Higher Education
 Does your organization have its financial statements audited by an independent public accounting firm?
 Other: _____

A2 Yes No a. How often does your organization have its financial statements audited?
What year was your organization established? _____

A3 In what country is your organization headquartered? _____

A4 How many full-time and part-time employees work at your organization? (If your organization is large, these numbers may be approximate.)
b. Please indicate where a copy of your most recently completed audited financial statement (in English) can be found.
Full-time paid employees _____
Part-time paid employees _____
Attached to this Questionnaire.
Available at the following URL: _____

B2 Other than regular financial audits, has any aspect of your organization's activities been audited within the last two years by a government agency or independent public accountant?

- Yes
- No

a. Please describe the circumstances surrounding the need for the audit(s) in question.

b. Please indicate where a copy of the audit report(s) (in English) can be found. Attached to this Questionnaire.
Available at the following URL: _____

SECTION C: FINANCIAL MANAGEMENT

C. Are your organization's financial-management duties separated so that no one individual has complete authority over an entire financial transaction?

- 1 Yes
- No

C. Does your organization have procedural or accounting controls to prevent expenditure of funds in excess of approved budgeted amounts?

- 2 Yes
- No

-
-

-
-

SECTION C: FINANCIAL MANAGEMENT, continued

C. Does your organization have financial mechanisms in place to allow for the separate accounting
3 of funds?

Yes

No

a. Please describe how your organization provides for separate accounting of funds.

C. How often does your organization reconcile its accounts?

4

Monthly

Other: (please describe) _____

C. Please describe how your organization ensures that all cost transfers are legitimate and
5 appropriate.

C. Please describe how your organization tracks actual cost-sharing against cost-share
6 commitments.

C. Does your organization have accounting procedures that segregate direct- and indirect-cost
7 expenses?

Yes

No

Sub

SECTION D: PAYROLL

D. Does your organization maintain a system of internal controls to ensure that personnel costs
1 incurred to Federal awards are accurate, allowable and represent the actual work
performed)?

Yes

No

D. How does your organization record, monitor and control an employee's paid time,
2 especially time charged to Subawards? (For example: paper time-sheets; payroll
software; payroll service vendor, etc.)

SECTION E: PROCUREMENT / PURCHASING

E. What procedures does your organization use to ensure procurement at competitive prices?

1

E. What procedures does your organization use to authorize and approve equipment purchases?

2 *(For the purposes of this Questionnaire, "Equipment" is defined as defined as tangible personal property, including information technology systems, having a useful life of more than one year and a per-unit acquisition cost of greater than \$5,000.)*

E. What procedures does your organization use to authorize and approve travel expenditures?

3

E. Does your organization document evidence of receipt of goods or performance of services, for disbursements and expenditures charged against Subaward funds?

4

Yes

No

SECTION F: PROPERTY MANAGEMENT

F.1 Does your organization keep detailed records of individual capital assets (e.g. property and equipment), and periodically balance them with general ledger accounts, and periodically check them against physical inventory?

Yes

No

F.2 Does your organization have procedures for authorizing and accounting for the disposal of capital assets?

Yes

No

F.3 Briefly describe the your organization's policies concerning capitalization and depreciation, as follows:

a. What cost threshold determines which assets are capitalized? _____

b. What rate of depreciation is applied to capitalized assets? _____

SECTION G: COMPLIANCE WITH U.S. FEDERAL REQUIREMENTS

G.1 The Davis-Bacon and Related Acts require payment of prevailing wages; this applies to contractors and subcontractors performing on U.S.-Federally funded or -assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

Does your organization have a formal system for complying with the Davis-Bacon and Related Acts?

- Yes
- No

G.2 Does your organization have a formal policy of nondiscrimination and protection of civil rights?

- Yes
- No

<p>a. Is your organization's nondiscrimination/civil right policy compliant with U.S. Federal civil rights requirements?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>

G.3 Is your organization capable of complying with U.S. Federal Government financial reporting requirements in an accurate and timely manner?

- Yes
- No

G.4 Is your organization capable of administering U.S. Federal Government student financial assistance funds, such that you will be able to administer such fund according to Funding Agency Requirements?

- Yes
- No
- N/A

<p>a. Under which program(s) does your organization receive these funds?</p> <p>_____</p>

G.5 Please list the U.S.-dollar volume of U.S. Federal Government awards issued to your organization, during the last fiscal year, by Agency and dollar amount.

Total US Dollar Award Amount	Awarding U.S. Federal Agency

G.6 Please list the amounts of the **three highest-value awards** issued to your organization during the last fiscal year, by any entities that are **NOT** U.S. Federal Government institutions.

Total Award Amount	Sponsor/Awarding Entity Name

CERTIFICATION

I certify that the information provided herein is true and correct, to the best of my knowledge, and that I am the Independent Auditor (CPA) or Chief Financial Officer (CFO) authorized to provide this information on behalf of the organization named below.

Organization Legal Name:

U.S. Federal Employer

Identification Number

(EIN):

DUNS /UEI Number:

Signature of Authorized Official:

Date Signed:

Signatory's Name:

Signatory's Title:

Signatory's Email:

Signatory's Phone:

APPENDIX 3

RISK ASSESSMENT FORM

1. Size of staff for period being monitored	
Small (1-6)	=1
Medium (7-12)	=2
Large (13 or more)	=3
TOTAL	
2. Staff qualifications for funded programs	
Trained staff in key positions with one or more years experience	=2
At least half of staff trained in key positions and some experience	=4
Staff in key positions have little or no training or experience	=6
TOTAL	
3. Staff turnover	
No change in key positions	=2
Either new or no staff in 1 or more key position	=4
Either new or no agency administrator or financial officer	=6
TOTAL	
4. Program	
Agency has met program objectives outlined in contract/funding agreement	=2
First year of funding for program (no basis for evaluation)	=4
Program compliance history of past 2 yrs include weakness in fulfilling objectives	=6
TOTAL	
5. Financial	
No significant audit findings for past 2 years	=2
Minor audit findings with pending corrective actions	=4
Significant audit findings within past 2 yrs or audit findings not resolved	=6
TOTAL	
6. Reporting	
Program and financial reports are almost always submitted timely and accurately	=2
Routine reports are frequently late and contain errors	=4
Routine reports are not submitted or contain significant discrepancies	=6
TOTAL	

7. Complexity of Funding	
Funding is relatively simple in terms of allowable expenditures	=2
Funding is moderately complex in terms of allowable expenditures	=4
Funding is very complex I terms of allowable expenditures	=6
TOTAL	
8. Amount of Funding to Provider	
Less than \$25,000	=2
\$25,000 - \$299,999	=4
\$300,000 or more	=6
TOTAL	
9. Self Assessment	
Self assessment shows few or no internal control weaknesses	=1
Self assessment shows several internal control weaknesses	=2
Self assessment shows major internal control weaknesses	=3
TOTAL	
TOTAL OVERALL SCORE	

APPENDIX 4 Risk Evaluation Form

Subrecipient Name: _____

Date Completed: _____

Risk Level							
	Low Risk		Medium Risk		High Risk		
Criteria	Description	Rank	Description	Rank	Description	Rank	Score

1. Staffing

Staff Qualifications	Staff in key positions is professionally trained and have one or more years experience in that position.	1	At least half of staff in key positions are professionally trained for the position they hold and have some experience.	2	Staff in key positions have little or no experience or training in program area being funded.	3	
Staff Turnover	No change in staff in key positions.	1	Either new or no staff in 1 or more key positions.	2	Either new or no agency administrator and/or financial officer.	3	

2. History of Meeting Requirements

Program	Agency has provided services and met program objectives specified in contract/funding agreement for past 2	2	First year of funding for program (no basis for evaluation)	4	Program compliance history of the past 2 years includes weaknesses in service delivery/program	6	
---------	--	---	---	---	--	---	--

	years or more.				objectives.		
Financial	No significant audit findings for the past 2 years.	2	Minor audit findings with pending corrective action.	4	Significant audit findings within past 2 years or audit findings not addressed and resolved in timely manner.	6	
Reporting	Program and financial reports are almost always submitted in timely and accurate manner.	2	Routine reports are frequently late and contain some errors.	4	Routine reports reflect significant discrepancies or omissions.	6	

3. Complexity of Funding

Funds Awarded	Funding is relatively simple in terms of allowable expenditures and documentation required.	2	Funding is moderately complex in terms of allowable expenditures and documentation required.	4	Funding is very complex in terms of allowable expenditures and documentation required.	6	
---------------	---	---	--	---	--	---	--

4. Amount of Funding

Amount	Less than \$25,000	2	\$25,000 - \$299,999	4	\$300,000 and over	6	
--------	--------------------	---	----------------------	---	--------------------	---	--

5. Self Assessment

	Self assessment shows few or no internal control weaknesses	1	Self assessment shows several internal control	2	Self assessment shows major internal control	3	
--	---	---	--	---	--	---	--

			weaknesses.		weaknesses		
--	--	--	-------------	--	------------	--	--

Evaluation Score Key:
Low Risk – 13 to 20
Medium Risk – 21 to 30
High Risk – 31 to 39

Total Evaluation Score:

Completed by: _____ Date: _____

APPENDIX 5: SUBRECIPIENT MONITORING CHECKLIST

SUBRECIPIENT MONITORING CHECKLIST			
<p><i>A subrecipient is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal award. As the prime recipient the pass-through entity is ultimately responsible for the subrecipient's performance and compliance with federal and state regulations and requirements. As a consequence, the pass-through entity must monitor the activities of the subrecipient.</i></p> <p>Name of Subrecipient(s): _____</p>			
SUBRECIPIENT INFORMATION:	YES	NO	N/A
Is there a written Subaward document with the agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date of Award:	XX/XX/20XX		
Does the Subaward document describe the type of work or product that will be performed or delivered by the subrecipient?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If no, explain: _____			
Does the Subaward document specify a deadline for each major service or product identified in the subaward?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If no, explain: _____			
Does the Subaward document contain a detail budget to compare budgeted costs with actual costs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If no, explain: _____			
SUBRECIPIENT MONITORING Post Review Activities):	YES	NO	N/A
Do monitoring reports document areas monitored, conclusions reached, and necessary corrective action (s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is sufficient time given to subrecipients to respond to recommendations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are monitoring results communicated on a timely basis to subrecipients?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do results include expected corrective actions and dates for resolution?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SUBRECIPIENT MONITORING (Financial Management System):	YES	NO	N/A
What type of financial management system does the subrecipient utilize? _____			

How are Federal funds identified and tracked in the accounting system?			
SUBRECIPIENT MONITORING (Financial Management System): continued	YES	NO	N/A
Are sources of non-Federal funds identified and tracked separately in the accounting system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the subrecipient use a Chart of Accounts and Accounting Manual?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the accounting manual describe the criteria for an obligation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are accounting records supported by source documentation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Does the system provide for prompt and timely recording and reporting of all financial transactions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SUBRECIPIENT MONITORING (Policy and Procedures):	YES	NO	N/A
Does the subrecipient have written policy and procedures to adequately administer Federal grant programs (Travel, Procurement, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the subrecipient have a written conflict of interest policy for their employees?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are there sufficient internal controls in place to protect against waste, fraud and abuse of Federal funds (segregation of duties, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the organization use the same policy and procedures for accounting and expending Federal funds as it does for other agency funds?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
What procedures does the subrecipient use to identify and account for federal property purchased with grant funds?			
Does the subrecipient have adequate safeguards for preventing loss, damage, or theft of property held (inventory control, etc.)?			
SUBRECIPIENT MONITORING (Cash Management):	YES	NO	N/A
Is the cash receipts function performed by someone other than the person who is responsible for signing checks, reconciling bank accounts, or maintaining non-cash accounting records (i.e. ledgers or journals)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are payment vouchers or supporting documents identified by grant number, date(s) and expense classification?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Are all disbursements controlled by check registers?

SUBRECIPIENT MONITORING (Cash Management): continued	YES	NO	N/A
Do supporting documents accompany checks when they are submitted for signature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are supporting documents canceled to prevent reuse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are invoices or vouchers approved in advance by authorized officials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are the requests for reimbursement from the pass-through entity based on supporting documentation from the accounting system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
What is the process for paying project invoices? _____			
How is the amount of award funds to draw down determined? _____			
SUBRECIPIENT MONITORING (Record Retention & Access):	YES	NO	N/A
At a minimum, are the subrecipient's record retention practices in compliance with the federal requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do the entity's policies meet or exceed the Federal retention requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the subrecipient retained all records related to pending litigations, claims negotiations, audits or other actions involving records beyond the regular record retention requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SUBRECIPIENT MONITORING (Audit Requirements):	YES	NO	N/A
Is the subrecipient required to obtain an audit under Subpart F for its most recently completed fiscal year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, did the subrecipient submit the required audit report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did the audit report contain any findings or questioned costs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, has the subrecipient assigned someone the responsibility for resolving the findings or questioned costs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did the subrecipient submit a timely response to the audit, including a plan for correcting any conditions reported in sustained findings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SUBRECIPIENT MONITORING (Miscellaneous):	YES	NO	N/A
If program income will be generated by the subrecipient, have provisions been made to ensure that it is used in accordance with federal agency rules?			

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Was technical assistance/training provided to the subrecipients during the project period?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are financial and progress reports submitted timely by the subrecipient?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How is the amount to be charged to the award for an employee's salary and fringe benefit cost, including those employees whose hours may be allocated to more than one cost center, determined? _____			

SUBRECIPIENT MONITORING (continued)

COMMENTS

For any issues identified during the review, provide clarification as necessary and specify corrective actions the subrecipient must take to resolve the issues. Describe the nature of any technical assistance provided during the review. Also describe any necessary follow-up actions that should be provided by the pass-through entity's staff.

APPENDIX 6 MONTHLY FINANCIAL REPORT

1. Recipient Organization (Name and complete address, including ZIP code) Name: Street Address: City, State, Zip: Country:		3. Recipient Organization Bank Account Information Bank / Branch Name: Swift Code or Routing #: Account Number: Payment Method: Street Address: City, State, Zip, Country:			7. Grant Amount (USD)	Page of pages
2. AFROHUN Personnel / Unit to which report is submitted 151 Ellis Street Atlanta, Georgia USA 30303-2440					8. Obligated Amount (USD)	9. Match Requirement
					10. Funding/Grant Period (Day/Month/Year) Fro To: m:	
		4. AFROHUN PN/FC/CBC	5. Final Report No Yes	6. Basi Cas Accru s h al	11. Period Covered by this report (Day/Month/Year) Fro To: m:	
12. Transactions:		I Previous Cumulative	II This Period	III Cumulative	IV Approved Budget	V Balance
Cash Receipts	a. Beginning Cash Balance	-	-			
	b. Cash Receipts			-		
	c. Interest Income on Cash Advances	-		-		
	d. Total Cash Available (Sum of Lines a, b and c)	-	-	-		
	e. Expenses - by line item (see grant agreement)					
	1. Personnel			-		-
	2. Fringe Benefits			-		-

Expenses	3. Travel			-		-
	4. Equipment			-		-
	5. Supplies			-		-
	6. Contractual			-		-
	7.			-		-
	8.			-		-
	9.			-		-
	10.			-		-
	f. Total Direct Costs (Sum of lines e.1 thru e.10)	-	-	-	-	-
	g. Indirect Costs	-	-	-	-	-
h. Total expenses (Sum of lines f and g)	-	-	-	-	-	
Request for Advance/ Payment	i. Ending Cash Balance - Excess (Deficit) (Line d less line h)	-	-	-		
	j. Cash Requirement for Next Reporting Period					
	k. Total Cash Request (Line j less line i)		-			
Match	l. Recipient's Match (bottom line or by line item-see subagreement)					
	1. Personnel			-		-
	2. Delta Skymiles Travel			-		-
	3.			-		-
	4.			-		-
	5.			-		-
m. Total match (Sum of lines l.1 thru l.5)	-	-	-	-	-	
13. Certification: I hereby certify to the best of my knowledge and belief that: payment of sum claimed under the cited subagreement is proper and due and that appropriate refund to AFROHUN will be made				14. Summary of Advances/Reimbursements (Actual and Planned)		
				#	Date	Amount
				#	Date	Amount
				1st		
				10t		

<p>promptly in the event of non-performance in whole or in part of any of the terms of the subagreement. information in the financial report is correct and any supporting document as AFROHUN USA may require, will be furnished by the subrecipient promptly upon request. all other requirements called for by the date of this certification have been met.</p>					h			
		2nd			11t			
					h			
		3rd			12t			
					h			
<p>Printed name and title of authorized certifying official</p>		<p>Telephone (w/ area code)</p>	4th			13t		
						h		
<p>Signature of authorized certifying official</p>		<p>Date Report Submitted</p>	5th			14t		
						h		
			6th			15t		
						h		
			7th			16t		
						h		
			8th			17t		
						h		
			9th			TOTAL	-	

APPENDIX 7 : ADVANCE PAYMENT SUBAWARD TEMPLATE

**AGREEMENT NUMBER A20-AFOH-S0XX
BETWEEN
THE AFRICA ONE HEALTH UNIVERSITY NETWORK
AND
XXXXXXXXXX**

This Agreement is made and entered into by and between the **AFRICA ONE HEALTH UNIVERSITY NETWORK (AFROHUN)**, an international network of public health, veterinary higher education institutions, pathobiology institute, global health institute, and institute of environmental science located in Kampala, Uganda, and **XXXXXX (Subrecipient)**, an institution of higher education located XXXXXXXX.

WHEREAS, **AFROHUN** has received **Subaward XXXXX (Prime Subaward)** from the **Regents of the University of California, Davis campus (Prime Recipient)**, recipient of **Cooperative Agreement No. 7200AA19CA00018 (Prime Agreement)** from **USAID (Prime Sponsor)** in support of the project entitled “**One Health Workforce – Next Generation (OHW-NG)**” effective October 1, 2019;

WHEREAS, Prime Subaward provides authorization and funds for Subrecipient participation;

WHEREAS, Subrecipient has the facilities and skilled personnel necessary to pursue the objectives and fulfill the requirements of this Agreement;

WHEREAS, it is of mutual interest and benefit of AFROHUN and the Subrecipient to collaborate;

WHEREAS, Subrecipient has agreed to perform the work hereunder as a collaborating Institution under a subaward relationship.

NOW THEREFORE, AFROHUN and Subrecipient mutually agree as follows:

- 1. General.** The terms of this Agreement are intended to be in concert with the terms and conditions of the Prime Subaward. Subrecipient agrees to be bound by the mandatory standard provisions of the Prime Subaward, which are hereby incorporated by reference and attached as **Exhibit A**. For all actions requiring Prime Sponsor’s prior approval, as identified in the Prime Subaward or **Exhibit A**, Subrecipient must obtain prior written approval from AFROHUN.

2. **Work Plan.** The Subrecipient shall enable its Principal Investigator to perform the work described in the work plan submitted to AFROHUN, incorporated by reference as **Exhibit B (the “Project”)**. The objectives of the Project are consistent with and will further the purposes of the Prime Subaward received by AFROHUN. The Subrecipient understands that the work of the Project is an integral part of AFROHUN’s program plan.
3. **Period of Performance.** The performance period of this Agreement is XXX through XXX.
4. **Reports.** Subrecipient's reports shall be incorporated into AFROHUN's reports, which are required to be submitted to the University in accordance with the terms of the Prime Subaward. All reports shall be submitted to the following contact, unless otherwise directed:

Dr. Naigaga Irene

Africa One Health University Network
Plot 16A Elizabeth Avenue Kololo
Kampala, Uganda inaigaga@afrohun.org

- A. **Technical Reports.** Subrecipient shall provide AFROHUN written progress reports for period of performance identified in Article 3 quarterly, or upon the request of the Principal Investigator, in a format required by the Prime Subaward.
- B. **Final Technical Report.** Subrecipient shall provide AFROHUN a written Final Technical Report within forty-five (45) days of termination of this agreement in a format required by the Prime Subaward. The final technical report shall include, at a minimum, a summary statement of progress toward the achievement of the originally stated aims.

5.0 Allowable Cost, Compensation, Invoices.

- C. For the performance of work specified herein, AFROHUN shall pay those expenses, direct and indirect, incurred by Subrecipient in accordance with the attached **Subaward Budget**, incorporated herein as **Exhibit C**. Allowable reimbursable Project costs shall be those costs incurred in accordance with the detailed budget, including its line item categories, as approved by AFROHUN for this Project. The maximum allowable costs under this Agreement is **XXXXXXXXXX**

- B.** Costs must be expressed in U.S. dollars using an exchange rate applicable at the time the invoice is submitted.
- C.** AFROHUN shall reimburse the Subrecipient for indirect costs in accordance with 2 CFR 200.331 (a)(4). Indirect costs reimbursed shall not exceed the amount indicated in the appropriate Budget line item category.
- D.** Subrecipient must obtain prior written approval of AFROHUN's Administrative Officer to re-budget funds where prior approval is required for such re-budgeting.
- E.** The Subrecipient shall be obligated to refund to AFROHUN an amount or amounts equal to the sum of direct and indirect costs reimbursed by AFROHUN to the Subrecipient that is ultimately determined by AFROHUN, the University or the Prime Sponsor as unallowable.
- F.** Payment shall be made by invoice on the advanced payment schedule below:

50% upon execution
25% on or after March 15, 2021
25% on or after June 15, 2021

Subrecipient shall submit monthly **Expenditure Reports**, attached hereto and incorporated herein as **Exhibit D**, within **15 days following the last day of the month**, that reflect expenditures incurred and that provide detail commensurate with that appearing in the approved budget. The Expenditure Reports and certifications shall provide complete accounting of the advanced funds. AFROHUN will provide additional advance payments, if any, after acceptance of Expenditure Reports and certifications. Expenditure reports and certifications shall be submitted to:

Sarah Nannyanzi
Africa One Health University Network
Plot 16A Elizabeth Avenue Kololo
Kampala, Uganda
snannyanzi@afrohun.org

- G.** Subrecipient's final Expense Report shall be submitted to AFROHUN not later than forty-five (45) days after expiration or termination of this Agreement.
- 6. Cost Sharing.** Subrecipient shall be responsible for providing cost sharing under this Agreement. The amount of cost sharing committed is \$0 as outlined in **Exhibit C**.
- 7. International Travel.** All international travel is to be approved by AFROHUN in advance. Travel requests must be submitted to AFROHUN at least **35 days in advance of the trip start** date and shall be submitted in the format outlined in the attached International Travel Approval (ITA) request incorporated herein as **Exhibit E**.

8.0 Key Personnel

- A.** The scope of work supported by this Agreement shall be under the general guidance and technical direction of AFROHUN's William Bazeyo, Principal Investigator under the Prime Subaward.
- B.** Subrecipient's Principal Investigator XXXXXXXXXX, Dean of XXX, shall be responsible for the Subrecipient's proper management and conduct of the activities hereunder. Subrecipient's Principal Investigator may be replaced only with the approval of AFROHUN.
- C.** All communications regarding the technical, scientific, and programmatic aspects of this Agreement shall be between AFROHUN's William Bazeyo (or approved designee) and Subrecipient's XXXXXXXXXX (or approved designee)
- D.** AFROHUN's Administrative Officer responsible for matters of administration of the Agreement, including assistance in identification and interpretation of relevant policies and provisions, is:

Sarah Nannyanzi
Africa One Health University Network
Plot 16A Elizabeth Avenue Kololo
Kampala, Uganda
snannyanzi@afrohun.org

- E.** Subrecipient's Administrative Officer responsible for the coordination of fiscal and administrative management aspects of this Agreement is:

XXXXXXXXXXXXXXXXXX

- F. Communications and correspondence regarding the fiscal and administrative aspects of this Agreement shall be between the designated Administrative Officers.

9.0 Records and Audits.

AFROHUN reserves the right to inspect, upon AFROHUN’s reasonable advance notice and during normal business hours, Subrecipient’s physical facilities, all aspects of the work undertaken under this Agreement, and all books, records, and documents of any kind pertaining to this Agreement. Subrecipient agrees to provide copies of any records or other documentation to AFROHUN in a timely fashion as reasonably requested by AFROHUN. Subrecipient will keep all usual and proper records relating to performance of the Project for a minimum period of three (7) years after completion of closeout of this Agreement and after the final document has been submitted to AFROHUN.

Subrecipient expressly acknowledges its understanding that its activities pursuant to this Agreement and all records pertaining thereto may be subject to audit by AFROHUN, the University, or the Prime Sponsor, and Subrecipient agrees to cooperate fully in the performance of any such audit.

10. Indemnification.

- A. AFROHUN shall defend, indemnify and hold Subrecipient, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFROHUN, its officers, agents, or employees.
- B. Subrecipient shall defend, indemnify and hold AFROHUN, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by

or result from the negligent or intentional acts or omissions of Subrecipient, its officers, agents, or employees.

11. **Disputes.** Resolution of disputes of a technical nature shall be resolved through good faith negotiations. Any dispute arising under or related to this Agreement shall be resolved to the maximum possible extent through negotiations and settlement. Failing settlement, despite good faith efforts by both parties, any such unresolved issues shall be arbitrated in accordance with the standards set forth in Uganda law.
12. **Termination of Agreement.** Upon termination, Subrecipient must take immediate action to cease all expenditures financed by the Agreement and to cancel all unliquidated obligations to the extent possible. The Subrecipient may not enter into any additional obligations under the Agreement after receiving the notice of termination other than those reasonably necessary to effect the close out of the Agreement. Except as provided below, no further reimbursement will be made after the effective date of termination.
13. **Authorized Geographic Code.** The authorized geographic code for procurement of goods and services under this Agreement is 937 – the United States, the cooperating/Subrecipient country, and developing countries other than advanced developing countries, and excluding prohibited sources.
14. **Program Income.** Program income is not expected to be generated by the Subrecipient; however, if program income is generated Subrecipient shall account for Program Income in accordance with 2 CFR 200.307 or in accordance with **Exhibit A**. Program income earned will be added to the Project.
15. **Subawards.** Any subaward issued under this Agreement must be identified in the Subrecipient's detailed Work Plan and detailed budget. Any deviation from this condition requires the express written approval of AFROHUN. The Subrecipient shall make certain that any and all subawards which it may issue under this Agreement shall include the same terms and conditions regarding financial, property, reporting requirements, and any mandatory provisions which the Subrecipient is subject to under the terms and conditions of this Agreement.

No subaward issued by the Subrecipient shall relieve the Subrecipient from any obligation, responsibility, or liability to AFROHUN issuing from each and every term and condition of this Agreement.

Prior approval and flow-down requirements outlined in this section do not apply to contracts intended to procure services from individuals.

15. **Assignment.** Subrecipient shall not assign or transfer any responsibilities hereunder without the prior written consent of AFROHUN.
16. **Protection of Human Subjects.** If human subjects are involved in the Project, Subrecipient shall conduct the activities in accordance with the Department of Health and Human Services regulations codified at 45 CFR 46 - Protection of Human Subjects. In such event, Subrecipient shall provide the designated AFROHUN Administrative Officer documentation that it is operating in accord with an approved Assurance of Compliance and shall cite the Assurance identification number. Subrecipient shall ensure that all personnel participating in the Project complete the education requirement on the protection of human subjects, as prescribed by the National Institutes of Health (NIH) in NIH Notice OD-00-039, and shall provide the designated AFROHUN Administrative Officer evidence that all such personnel have completed the requisite educational training. If planned activities involving human subjects are not exempt from said DHHS regulations, Subrecipient shall additionally provide certification of the review and date of approval by the Subrecipient's institutional review board, or equivalent thereof, of the planned involvement of human subjects in the Project. If applicable, the study protocol will also be reviewed and approved by an Institutional Review Board selected by AFROHUN.
17. **Care and Treatment of Laboratory Animals.** Subrecipient shall establish and maintain proper measures to ensure the appropriate care and use of live vertebrate animals involved in research supported by this Agreement, in accordance with the Animal Welfare Act as amended (7 USC 2131 et seq.) and the regulations promulgated thereunder by the Secretary of Agriculture (9 CFR, Subchapter A) pertaining to the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported by Federal funds. If Subrecipient's research hereunder involves vertebrate animals, execution of this document by Subrecipient's authorized official certifies that Subrecipient has on file with the NIH OPRR an approved Animal Welfare Assurance. Subrecipient shall submit to AFROHUN's Administrative Officer verification of approval by Subrecipient's Institutional Animal Care and Use Committee of the planned care and use of animals in research activities to be supported hereunder.
18. **Alterations and Amendments.** No alteration or amendment of this Agreement shall be valid unless made by an instrument in writing, signed by authorized representatives of

Subrecipient and AFROHUN. No such alteration or amendment shall be construed to alter or amend any provisions of this Agreement unless expressly so stated in such written instrument.

- 19. Debarment and Suspension.** Subrecipient certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- 20. Insurance.** Subrecipient agrees to maintain, for the duration of this Agreement, insurance or a program of self-insurance, in an amount that will be adequate to cover its obligations hereunder, and upon request, will provide AFROHUN with proof of insurance showing that such insurance is in place.
- 21. Data, Publication and Copyrights.** Subrecipient shall have the right to copyright, publish, disclose, disseminate, and use, in whole or in part, any data and information developed by Subrecipient under this Agreement. Subrecipient shall provide AFROHUN an advance copy of all materials intended for disclosure. All materials must comply with applicable provisions of the Prime Subaward.

 - A.** The Subrecipient is encouraged to give public notice of the receipt of this Agreement and announce progress and accomplishments. The Subrecipient agrees that in the release of information relating to this Agreement, such release shall include a statement to the effect that the Project or effort depicted was or is sponsored by **USAID Cooperative Agreement No. XXXXXXXXXX** that was awarded to XXXXXX, subawarded to AFROHUN, and subawarded to Subrecipient, and the content of the information does not necessarily reflect the position or the policy of the U.S. Government, USAID, or the University, or AFROHUN, and no official endorsement should be inferred.
 - B.** Subrecipient is subject to and shall follow the **Branding and Marking Plan** attached hereto and incorporated in as **Exhibit F**.
 - C.** Subject to its legal ability to do so, Subrecipient hereby grants AFROHUN license to use data created in the performance of this Agreement.

D. Subrecipient hereby grants to AFROHUN an irrevocable, royalty-free, non-transferable, non-exclusive right and license to reproduce, make derivative works, display, and perform publicly any copyrightable or copyrighted material (including any computer software and its documentation and/or database) developed and delivered under this Agreement.

22. **Use of Name.** Subrecipient agrees not to use the name of AFROHUN or its employees in any advertisement, press release, or publicity notice with reference to this Agreement or any product or service resulting from this Agreement without prior approval of AFROHUN.

23. **Entire Agreement.** The terms and conditions contained herein and in the following attachments constitute the entire Agreement between **The Africa One Health University Network** and **XXXXXX**

Exhibit A – Mandatory Provisions

Exhibit B – Work Plan

Exhibit C – Budget

Exhibit D – Expenditure Report

Exhibit E – International Travel Approval (ITA) Request

Exhibit F – Branding and Marking Plan

IN WITNESS WHEREOF, the Parties have caused this contract to be effective as of the date specified in Article III above with signatory approval of their duly authorized representatives.

The Africa One Health University Network

XXXXXXXXXX

By: _____
William Bazeyo
Director

By: _____
XXXXXXXXXX

Date: _____

Date: _____

APPENDIX 8: COST RE-IMBURSEMENT SUBAWARD TEMPLATE

**AGREEMENT NUMBER A20-AFOH-S0XX
BETWEEN
THE AFRICA ONE HEALTH UNIVERSITY NETWORK
AND
XXXXXXXXXX**

This Agreement is made and entered into by and between the **AFRICA ONE HEALTH UNIVERSITY NETWORK (AFROHUN)**, an international network of public health, veterinary higher education institutions, pathobiology institute, global health institute, and institute of environmental science located in Kampala, Uganda, and **XXXXXX (Subrecipient)**, an institution of higher education located XXXXXXXX.

WHEREAS, **AFROHUN** has received **Subaward XXXXX (Prime Subaward)** from the **Regents of the University of California, Davis campus (Prime Recipient)**, recipient of **Cooperative Agreement No. 7200AA19CA00018 (Prime Agreement)** from **USAID (Prime Sponsor)** in support of the project entitled “**One Health Workforce – Next Generation (OHW-NG)**” effective October 1, 2019;

WHEREAS, Prime Subaward provides authorization and funds for Subrecipient participation;

WHEREAS, Subrecipient has the facilities and skilled personnel necessary to pursue the objectives and fulfill the requirements of this Agreement;

WHEREAS, it is of mutual interest and benefit of AFROHUN and the Subrecipient to collaborate;

WHEREAS, Subrecipient has agreed to perform the work hereunder as a collaborating Institution under a subaward relationship.

NOW THEREFORE, AFROHUN and Subrecipient mutually agree as follows:

- 1. General.** The terms of this Agreement are intended to be in concert with the terms and conditions of the Prime Subaward. Subrecipient agrees to be bound by the mandatory standard provisions of the Prime Subaward, which

are hereby incorporated by reference and attached as **Exhibit A**. For all actions requiring Prime Sponsor's prior approval, as identified in the Prime Subaward or **Exhibit A**, Subrecipient must obtain prior written approval from AFROHUN.

2. **Work Plan.** The Subrecipient shall enable its Principal Investigator to perform the work described in the work plan submitted to AFROHUN, incorporated by reference as **Exhibit B (the "Project")**. The objectives of the Project are consistent with and will further the purposes of the Prime Subaward received by AFROHUN. The Subrecipient understands that the work of the Project is an integral part of AFROHUN's program plan.
3. **Period of Performance.** The performance period of this Agreement is XXX through XXX.
4. **Reports.** Subrecipient's reports shall be incorporated into AFROHUN's reports, which are required to be submitted to the University in accordance with the terms of the Prime Subaward. All reports shall be submitted to the following contact, unless otherwise directed:

Dr. Naigaga Irene

Africa One Health University Network
Plot 16A Elizabeth Avenue Kololo
Kampala, Uganda inaigaga@afrohun.org

- A. **Technical Reports.** Subrecipient shall provide AFROHUN written progress reports for period of performance identified in Article 3 quarterly, or upon the request of the Principal Investigator, in a format required by the Prime Subaward.
- B. **Final Technical Report.** Subrecipient shall provide AFROHUN a written Final Technical Report within forty-five (45) days of termination of this agreement in a format required by the Prime Subaward. The final technical report shall include, at a minimum, a summary statement of progress toward the achievement of the originally stated aims.

5.0 Allowable Cost, Compensation, Invoices.

- C. For the performance of work specified herein, AFROHUN shall pay those expenses, direct and indirect, incurred by Subrecipient in accordance with the attached **Subaward Budget**, incorporated herein as

Exhibit C. Allowable reimbursable Project costs shall be those costs incurred in accordance with the detailed budget, including its line item categories, as approved by AFROHUN for this Project. The maximum allowable costs under this Agreement is **XXXXXXXXXX**

- H.** Costs must be expressed in U.S. dollars using an exchange rate applicable at the time the invoice is submitted.
- I.** AFROHUN shall reimburse the Subrecipient for indirect costs in accordance with 2 CFR 200.331 (a)(4). Indirect costs reimbursed shall not exceed the amount indicated in the appropriate Budget line item category.
- J.** Subrecipient must obtain prior written approval of AFROHUN's Administrative Officer to re-budget funds where prior approval is required for such re-budgeting.
- K.** The Subrecipient shall be obligated to refund to AFROHUN an amount or amounts equal to the sum of direct and indirect costs reimbursed by AFROHUN to the Subrecipient that is ultimately determined by AFROHUN, the University or the Prime Sponsor as unallowable.
- L.** Payment shall be made by invoice on the advanced payment schedule below:

50% upon execution

25% on or after March 15, 2021

15% on or after June 15, 2021

10% upon submission of final technical and financial reports

Subrecipient shall submit monthly **Expenditure Reports**, attached hereto and incorporated herein as **Exhibit D**, within **15 days following the last day of the month**, that reflect expenditures incurred and that provide detail commensurate with that appearing in the approved budget. The Expenditure Reports and certifications shall provide complete accounting of the advanced funds. AFROHUN will provide additional advance payments, if any, after acceptance of Expenditure Reports and certifications. Expenditure reports and certifications shall be submitted to:

Sarah Nannyanzi
Africa One Health University Network
Plot 16A Elizabeth Avenue Kololo

Kampala, Uganda
snannyanzi@afrohun.org

- M.** Subrecipient's final Expense Report shall be submitted to AFROHUN not later than forty-five (45) days after expiration or termination of this Agreement.
- 6. Cost Sharing.** Subrecipient shall be responsible for providing cost sharing under this Agreement. The amount of cost sharing committed is \$0 as outlined in **Exhibit C**.
- 7. International Travel.** All international travel is to be approved by AFROHUN in advance. Travel requests must be submitted to AFROHUN at least **35 days in advance of the trip start** date and shall be submitted in the format outlined in the attached International Travel Approval (ITA) request incorporated herein as **Exhibit E**.
- 8. Key Personnel**
- G.** The scope of work supported by this Agreement shall be under the general guidance and technical direction of AFROHUN's William Bazeyo, Principal Investigator under the Prime Subaward.
- H.** Subrecipient's Principal Investigator XXXXXXXXXX, Dean of XXX, shall be responsible for the Subrecipient's proper management and conduct of the activities hereunder. Subrecipient's Principal Investigator may be replaced only with the approval of AFROHUN.
- I.** All communications regarding the technical, scientific, and programmatic aspects of this Agreement shall be between AFROHUN's William Bazeyo (or approved designee) and Subrecipient's XXXXXXXXXX (or approved designee)
- J.** AFROHUN's Administrative Officer responsible for matters of administration of the Agreement, including assistance in identification and interpretation of relevant policies and provisions, is:

Sarah Nannyanzi
Africa One Health University Network
Plot 16A Elizabeth Avenue Kololo
Kampala, Uganda
snannyanzi@afrohun.org

- K. Subrecipient's Administrative Officer responsible for the coordination of fiscal and administrative management aspects of this Agreement is:

XXXXXXXXXXXXXXXXXX

- L. Communications and correspondence regarding the fiscal and administrative aspects of this Agreement shall be between the designated Administrative Officers.

9.0 Records and Audits.

AFROHUN reserves the right to inspect, upon AFROHUN's reasonable advance notice and during normal business hours, Subrecipient's physical facilities, all aspects of the work undertaken under this Agreement, and all books, records, and documents of any kind pertaining to this Agreement. Subrecipient agrees to provide copies of any records or other documentation to AFROHUN in a timely fashion as reasonably requested by AFROHUN. Subrecipient will keep all usual and proper records relating to performance of the Project for a minimum period of three (7) years after completion of closeout of this Agreement and after the final document has been submitted to AFROHUN.

Subrecipient expressly acknowledges its understanding that its activities pursuant to this Agreement and all records pertaining thereto may be subject to audit by AFROHUN, the University, or the Prime Sponsor, and Subrecipient agrees to cooperate fully in the performance of any such audit.

8. Indemnification.

- A. AFROHUN shall defend, indemnify and hold Subrecipient, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFROHUN, its officers, agents, or employees.
- B. Subrecipient shall defend, indemnify and hold AFROHUN, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the

extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Subrecipient, its officers, agents, or employees.

9. **Disputes.** Resolution of disputes of a technical nature shall be resolved through good faith negotiations. Any dispute arising under or related to this Agreement shall be resolved to the maximum possible extent through negotiations and settlement. Failing settlement, despite good faith efforts by both parties, any such unresolved issues shall be arbitrated in accordance with the standards set forth in Uganda law.
10. **Termination of Agreement.** Upon termination, Subrecipient must take immediate action to cease all expenditures financed by the Agreement and to cancel all unliquidated obligations to the extent possible. The Subrecipient may not enter into any additional obligations under the Agreement after receiving the notice of termination other than those reasonably necessary to effect the close out of the Agreement. Except as provided below, no further reimbursement will be made after the effective date of termination.
11. **Authorized Geographic Code.** The authorized geographic code for procurement of goods and services under this Agreement is 937 – the United States, the cooperating/Subrecipient country, and developing countries other than advanced developing countries, and excluding prohibited sources.
12. **Program Income.** Program income is not expected to be generated by the Subrecipient; however, if program income is generated Subrecipient shall account for Program Income in accordance with 2 CFR 200.307 or in accordance with **Exhibit A**. Program income earned will be added to the Project.
13. **Subawards.** Any subaward issued under this Agreement must be identified in the Subrecipient's detailed Work Plan and detailed budget. Any deviation from this condition requires the express written approval of AFROHUN. The Subrecipient shall make certain that any and all subawards which it may issue under this Agreement shall include the same terms and conditions regarding financial, property, reporting requirements, and any mandatory provisions which the Subrecipient is subject to under the terms and conditions of this Agreement.

No subaward issued by the Subrecipient shall relieve the Subrecipient from any obligation, responsibility, or liability to AFROHUN issuing from each and every term and condition of this Agreement.

Prior approval and flow-down requirements outlined in this section do not apply to contracts intended to procure services from individuals.

- 22. Assignment.** Subrecipient shall not assign or transfer any responsibilities hereunder without the prior written consent of AFROHUN.
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- 24. Care and Treatment of Laboratory Animals.** Subrecipient shall establish and maintain proper measures to ensure the appropriate care and use of live vertebrate animals involved in research supported by this Agreement, in accordance with the Animal Welfare Act as amended (7 USC 2131 et seq.) and the regulations promulgated thereunder by the Secretary of Agriculture (9 CFR, Subchapter A) pertaining to the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported by Federal funds. If Subrecipient's research hereunder involves vertebrate animals, execution of this document by Subrecipient's authorized official certifies that Subrecipient has on file with the NIH OPRR an approved Animal Welfare Assurance. Subrecipient shall submit to AFROHUN's Administrative Officer verification of approval by Subrecipient's Institutional Animal Care and Use Committee of the planned care and use of animals in research activities to be supported hereunder.
- 25. Alterations and Amendments.** No alteration or amendment of this Agreement shall be valid unless made by an instrument in writing, signed by authorized representatives of Subrecipient and AFROHUN. No such alteration or amendment shall be construed to alter or amend any provisions of this Agreement unless expressly so stated in such written instrument.
- 26. Debarment and Suspension.** Subrecipient certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

- 27. Insurance.** Subrecipient agrees to maintain, for the duration of this Agreement, insurance or a program of self-insurance, in an amount that will be adequate to cover its obligations hereunder, and upon request, will provide AFROHUN with proof of insurance showing that such insurance is in place.
- 28. Data, Publication and Copyrights.** Subrecipient shall have the right to copyright, publish, disclose, disseminate, and use, in whole or in part, any data and information developed by Subrecipient under this Agreement. Subrecipient shall provide AFROHUN an advance copy of all materials intended for disclosure. All materials must comply with applicable provisions of the Prime Subaward.
- E.** The Subrecipient is encouraged to give public notice of the receipt of this Agreement and announce progress and accomplishments. The Subrecipient agrees that in the release of information relating to this Agreement, such release shall include a statement to the effect that the Project or effort depicted was or is sponsored by **USAID Cooperative Agreement No. XXXXXXXXXX** that was awarded to XXXXXX, subawarded to AFROHUN, and subawarded to Subrecipient, and the content of the information does not necessarily reflect the position or the policy of the U.S. Government, USAID, or the University, or AFROHUN, and no official endorsement should be inferred.
 - F.** Subrecipient is subject to and shall follow the **Branding and Marking Plan** attached hereto and incorporated in as **Exhibit F**.
 - G.** Subject to its legal ability to do so, Subrecipient hereby grants AFROHUN license to use data created in the performance of this Agreement.
 - H.** Subrecipient hereby grants to AFROHUN an irrevocable, royalty-free, non-transferable, non-exclusive right and license to reproduce, make derivative works, display, and perform publicly any copyrightable or copyrighted material (including any computer software and its documentation and/or database) developed and delivered under this Agreement.
- 24. Use of Name.** Subrecipient agrees not to use the name of AFROHUN or its employees in any advertisement, press release, or publicity notice with reference to this Agreement or any product or service resulting from this Agreement without prior approval of AFROHUN.

25. Entire Agreement. The terms and conditions contained herein and in the following attachments constitute the entire Agreement between **The Africa One Health University Network** and **XXXXXX**

Exhibit A – Mandatory Provisions

Exhibit B – Work Plan

Exhibit C – Budget

Exhibit D – Expenditure Report

Exhibit E – International Travel Approval (ITA) Request

Exhibit F – Branding and Marking Plan

IN WITNESS WHEREOF, the Parties have caused this contract to be effective as of the date specified in Article III above with signatory approval of their duly authorized representatives.

The Africa One Health University Network

XXXXXXXXXX

By: _____
William Bazeyo
Director

By: _____
XXXXXXXXXX

Date: _____

Date: _____

APPENDIX 10 CLOSE OUT REQUIREMENTS



SUBAWARD CLOSEOUT FORM

Subaward No. _____

Subrecipient: _____

Please check all that apply.

****Final invoice and financial report submitted per the terms of the Subaward.**

Invoice No.	Invoice Date	Amount
<hr/>		

Technical Report submitted to the University of Arizona’s PI per the terms of the Subaward. Required Cost Share has been met and reported.

Fixed Price Subaward – End of Award Certification (Attachment 4 of subaward agreement)

Patents or inventions:

Patents and/or inventions are pending. See attached documentation. There are no patents or inventions to report.

Equipment:

Equipment was purchased for this Subaward. See agreement for disposition and/or reporting requirements.

Equipment was NOT purchased for this Subaward.

****If this subaward is federally funded, the Federal Government’s strict enforcement of the 90-day award closeout requires due diligence by the Subrecipient with regards to due dates in the Subaward Agreement.**

I hereby certify the above information is correct and in accordance with the terms of the Subaward.
Subaward No: _____ Page 42

Subrecipient Signature

Date

Please return completed form and any additional documentation noted above to :

finance@afrohun.org