

## Request for Quotes Venture an Idea / RfQ 2022-01

### **Subject: Procurement of Billboards for Innovation Conference Campaign**

**Contracting Entities:** Digital Serbia Initiative (DSI), Milutina Milankovića 11a and ICT Hub, Kralja Milana 10

**Location:** Serbia, Belgrade

**Issuance Date:** April 28, 2022

### **Introduction**

Venture an Idea Project, supported by the USAID, is soliciting offers for the procurement of billboards for the implementation of a wide-spread national outdoor campaign promoting tech entrepreneurs and their endeavors as role-models, supported by Venture and Idea and Serbia Innovates projects .

That includes following tasks:

- 1) renting billboards in accordance with the adopted plan for the placement of key visuals
- 2) prepress and printing of advertising posters (according to the design provided by the client), which will be displayed on rented billboards
- 3) installation of posters on billboards in accordance with the adopted plan and instructions.

Please note that in submitting a response to this solicitation, the Offeror understands that USAID is not a party to this solicitation.

The Offeror agrees that any complaint hereunder must be presented — in writing with full explanations — to DSI for consideration, as USAID will not consider complaints made to it under USAID-financed subcontracts. DSI, at its sole discretion, will make a final decision on the complaint.

Firms are invited to submit offers in response to this Request for Quotations (RFQ) in accordance with Section 1 (Instructions to Offerors). Issuance of this solicitation does not in any way obligate DSI to award a contract, nor does it commit DSI to pay for costs incurred in the preparation and submission of a proposal.

## **Section I**

### **Instructions to Offerors**

#### **Submission and deadline of bids**

Offers must be received no later than 17:00h Monday, May 16, 2022. Late offers will be considered at the discretion of DSI.

All offers must be emailed to [preduzmi@dsi.rs](mailto:preduzmi@dsi.rs). Please reference the RFQ Number (USAID VENTURE AN IDEA RfQ 2022-01) in the subject line of the email.

#### **Questions and Clarifications**

All questions and/or clarifications regarding this RFQ must be submitted in writing to [preduzmi@dsi.rs](mailto:preduzmi@dsi.rs) no later than 17:00h on Monday, May 9, 2022. All correspondence and/or inquiries regarding this solicitation must reference the RFQ number.

Questions and requests for clarification, and the responses thereto, that DSI believes may be of interest to other offerors, will be circulated to all RFQ recipients who have indicated an interest in bidding.

#### **Requirements for eligible bidders**

All goods and services offered in response to this RFQ must be presently in Serbia at the time of purchase. Only firms legally registered in Serbia may submit an offer in response to this RFQ.

By submitting an offer in response to this RFQ, the offeror certifies that it and its principles are not debarred, suspended, or proposed for debarment by the U.S. Government. DSI will not award a contract to any firm or firms' principals who are debarred, suspended, or proposed for debarment.

#### **Important Notice:**

As per USG regulation on prohibition on certain telecommunication and video surveillance services or equipment (november 2020), DSI should not obtain:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology

Company (or any subsidiary or affiliate of such entities).

(3) Telecommunications or video surveillance services provided by such entities or using such equipment.

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

c. "Covered foreign country" is defined in Pub. L. 115-232, Section 889 as the People's Republic of China.

## Required Submissions

The following is required in any offer submission:

- Offer based on the Technical Specifications (see Section 2)
- Unique Entity Identifier generated from System for Award Management (SAM) at <https://www.sam.gov>

## Quotations

Prices must be quoted on a lump sum, all-inclusive basis. No taxes or fees are to be added. DSI is **VAT-exempt**, per the bilateral agreement between the United States and the Republic of Serbia. Offers must show unit prices, extension, and total price. All items, services, spare parts, etc. must be clearly labeled and included in the total price. Quotations must be a fixed price, payable in **Serbian Dinars**.

Only offers up to \$ 33,000 will be considered.

## Validity Period

Offers must remain valid for not less than forty five (45) calendar days after the offer deadline.

## Negotiations

Best offer quotations are requested. It is anticipated that awards will be made solely on the basis of these original quotations. However, DSI reserves the right to conduct negotiations and/or request clarifications prior to awarding a Contract or Purchase Order.

## **Award**

The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the minimum technical specifications, meets the origin requirements, and is judged to be the most advantageous to DSI in terms of quality and cost. In judging the offers, the following criteria will be used with the approximate weights applied accordingly:

- **Offered product (60%)** - Whether the offer's proposed products meet the specification described in Section II
- **Cost proposal (40%)** — Based on the total cost presented in the proposal

**Please note:** DSI reserves the right to place partial orders based on any quotation received — i.e., based on the quotation received, DSI may place an order for all, some, or none of the quoted items. Additionally, DSI together with ICT Hub will enter into the trilateral agreement with the selected offeror that will define each party's obligation.

## **Terms and Conditions**

This solicitation is subject to DSI's standard terms and conditions. Any resultant award or purchase order will be governed by these terms and conditions. Please note that DSI standard payment terms are within 15 days of receiving the invoice and no later than 30 days.

## **Section II    Technical Specification**

The national outdoor campaign would include placing 10 different designs on billboards in several cities in Serbia:

- a) Belgrade - 60% outdoor coverage
- b) Other cities (university centers - Novi Sad, Nis, Kragujevac, Subotica, Šabac, Čačak...) - 40% outdoor coverage

In addition to billboards, the offer may include a proposal for the layout of city light posters at city bus stations in Belgrade in places that would provide visibility for younger people and students as our target group (example - Student city, New Belgrade, University of Belgrade School of Electrical Engineering, Studentski trg square).

Important criteria for the selection will be: location, size and people frequency.

Duration of the campaign:

Starting date August 29th

End date October 15th

### Section III Technical proposal

We expect the media agency to propose a national outdoor campaign plan in accordance with the specifications and designated locations and the redistribution of media coverage at the national level (60%: 40%). We kindly request that proposal includes following table:

<b>Beograd</b>					<b>USD</b>
	<b>Location</b>	<b>Size</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
Billboard lightened					
Billboard LED					
Citylight *					
<b>Novi Sad</b>					
Billboard lightened					
Billboard LED					
<b>Niš</b>					
Billboard lightened					
Billboard LED					
<b>Kragujevac</b>					
Billboard lightened					
Billboard LED					
<b>Subotica</b>					
Billboard lightened					
Billboard LED					
<b>Čačak</b>					
Billboard lightened					
Billboard LED					
<b>Šabac</b>					
Billboard lightened					
Billboard LED					
<b>Overall</b>					
*optional					

TECHNICAL PROPOSAL FORM (Cover letter)

RFQ Number	RFQ-2022-01
Full legal name of Offeror (business name):	
Acronym (where applicable):	
VAT registration number (where applicable):	
Offeror's ID (Matični broj)	
Date of registration:	
DUNS/Unique Entity Identifier	
Legal status of the organization	
Official address:	
Postal address:	
Contact person:	
Telephone number:	
E-mail address:	
Website:	
Total revenue for 2020 financial year	
Total revenue for 2021 financial year	

Head of organization:

Date \_\_\_\_\_ Signature \_\_\_\_\_

## Section IV

<b>Contract/Purchase Order on SPECIFY SERVICES OR COMMODITIES PROCURED</b>	<b>UGOVOR o PRUZANJU USLUGA ILI NABAVLJANJU ROBE</b>
<p>This Agreement is made and entered into effective this XX<sup>th</sup> day of Month, 2022, by and between <b>VENDOR NAME, ADDRESS, VAT no. xxxxxxxx, ID no XXXXXXXX</b>, represented by Name and Surname (hereinafter referred to as "Contractor") and Digital Serbia Initiative, address Milutina Milankovića 11a, Belgrade, VAT no. 110058888 represented by Nebojša Bjelotomić (hereinafter DSI) and ICT Hub d.o.o, address Kralja Milana 10, Belgrade, VAT no. 105457073, represented by Kosta Andrić (hereinafter ICT Hub).</p> <p><b>1. Scope of Work.</b> Under this Agreement, Contractor will provide to DSI and ICT Hub the professional services/commodities of SPECIFY SERVICES owned by Contractor in country for the needs of the USAID Venture an Idea Project and Serbia Innovates Project under the terms of the offer of DATE, which is an integral part of this agreement (Attachment A).</p> <p>Contractor undertakes to provide equipment and labor for the following services:</p> <ul style="list-style-type: none"><li>-</li><li>-</li><li>-</li></ul> <p>Contractor may perform other services related to the original request on DSI's and ICT Hub's request if able to provide the quality and expertise to perform additional services. The Contractor guarantees the quality and proper functioning of the equipment and</p>	<p>Ovaj Ugovor je sklopljen i stupa na snagu XX. MESEC 2022. godine, između: <b>IME DOBAVLJACA, adresa, Republika Srbija, PIB XXXXXXXXX, Matični broj XXXXXXXX</b>, koga zastupa <b>IME I PREZIME</b> (u daljem tekstu "Ugovarač") i Inicijative Digitalna Srbija, adresa Milutina Milankovića 11a, Beograd, PIB: 110058888 koju zastupa Nebojša Bjelotomić (u daljem tekstu DSI) i ICT Hub d.o.o, adresa Kralja Milana 10, Beograd, koga zastupa Kosta Andrić, (u daljem tekstu ICT Hub).</p> <p><b>1. Opis posla.</b> Ugovarač će, u okviru ovog Ugovora, pružati profesionalne usluge/robu DSI-u i ICT Hub-u opis usluge/robe čiji je vlasnik Ugovarač u zemlji za potrebe USAID Projekata "Preduzmi ideju" i "Srbija Inovira" prema uslovima iz ponude od datum 2022, a koja čini sastavni deo ovog ugovora (Prilog A).</p> <p>Ugovarač se obavezuje da obezbedi opremu i radnike za sledeće usluge:</p> <ul style="list-style-type: none"><li>-</li><li>-</li><li>-</li></ul> <p>Ugovarač može pružiti i druge usluge u vezi sa originalnim zahtevom na zahtev DSI-a i ICT HUB-a, ukoliko poseduje kvalitet i stručnost za obavljanje dodatnih usluga. Ugovarač garantuje za kvalitet i ispravno funkcionisanje opreme i obavezuje se da</p>

undertakes to perform the related services in professional manner with high quality according to the norms and standards for this type of work, respecting the legal regulations.

The Contractor is not responsible for non-functioning of the equipment and non-performance of services under the fault of other legal entities and individuals or force majeure (e.g. insufficient electricity, power outage, intentional or unintentional damage of the equipment by visitors or others, etc.).

DSI and ICT Hub undertake to compensate the Contractor for the damage caused by DSI and ICT Hub or third parties engaged by DSI and ICT Hub, from the moment of beginning of providing the services until completion of services. The Contractor is responsible for the damage caused to the DSI and ICT Hub property, for which the Contractor is responsible (caused by the Contractor's employees or third parties hired by it.) The occurrence of the damage is determined by the damage report signed by the representatives of both parties.

Each of the parties is obliged to compensate the other party for non-performance of its obligations under the provisions of this agreement, according to the rules on compensation, based on the provisions of the Law on Obligations.

**2. Term.** DSI and ICT Hub agree to engage Contractor, and Contractor agrees to provide the agreed-upon services, **for the period commencing on DATE, 2022 until DATE, 2022.**

**3. Independent Contractor Relationship.** Contractor will be an independent contractor of DSI and ICT Hub, and none of Contractor's employees or agents shall not be considered as employees of DSI nor ICT Hub. Contractor shall not have the authority to incur any liabilities or

predmetne usluge izvede stručno i kvalitetno u svemu prema normativima i standardima za ovu vrstu posla, poštujući zakonske propise.

Ugovarač nije odgovoran za nefunkcionisanje opreme i neizvršenje usluga ukoliko do toga dođe krivicom drugih pravnih i fizičkih subjekata ili višom silom (npr. nedovoljan električni napon, nestanak električne energije, namerno ili nenamerno oštećenje opreme od strane posetilaca ili drugih lica i sl.).

DSI i ICT Hub se obavezuje da Ugovaraču nadoknadi štetu koja nastane oštećenjem izazvanim od strane DSI ili ICT Hub-a ili trećih lica angažovanih od strane DSI ili ICT Hub, od trenutka početka usluge do njenog okončanja. Ugovarač odgovara za štetu koja nastane na imovini DSI ili ICH Hub, za koju odgovornost snosi Ugovarač (pričinjenoj od strane zaposlenih Ugovarača ili trećih lica angažovanih sa njegove strane.) Nastanak štete utvrđuje se zapisnikom o nastaloj šteti koji potpisuju predstavnici obe ugovorne strane.

Svaka od ugovornih strana dužna je da nadoknadi štetu drugoj ugovornoj strani zbog neizvršavanja svojih obaveza koje su utvrđene odredbama ovog ugovora, prema pravilima o naknadi štete, na osnovu odredaba Zakona o obligacionim odnosima.

**2. Trajanje.** DSI i ICT Hub su saglasni da angažuju Ugovarača i Ugovarač je saglasan da pruži dogovorene usluge, **tokom perioda koji počinje od DATUM 2022. godine do DATUM 2022**

**3. Odnos sa Nezavisnim ugovaračem.** Ugovarač će imati status nezavisnog ugovarača DSI-a i ICT Hub-a, i ni jedna osoba koja je zaposlena kod Ugovarača ili ima svojstvo njegovog zastupnika neće se smatrati zaposlenim DSI niti ICT Hub-a.

obligations of any kind in the name of or on behalf of DSI or ICT Hub. The Contractor shall only be responsible for performing the services set forth in this Agreement and shall have no other responsibilities.

In addition to all other obligations contained herein, Contractor agrees: (a) to proceed with diligence and promptness and hereby warrants that such services shall be performed in accordance with the highest professional standards in the field to the satisfaction of DSI and ICT Hub and their clients; and (b) to comply, at Contractor's own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements and codes which are applicable to Contractor and the performance of the services specified herein.

As an independent contractor, the mode, manner, method and means used by Contractor in the performance of services shall be of Contractor's selection and under the sole control and direction of Contractor. Contractor shall be responsible for all risks incurred in the operation of Contractor's business and shall enjoy all the benefits thereof.

**4. Billing and Payment.** Upon completion of services, the Contractor shall invoice the services provided in dinar equivalent at the NBS middle exchange rate, if the original offer has been denominated in other currency than RSD, to DSI and ICT Hub with the specification of services provided, and DSI and ICT Hub will pay the Contractor no later than 15 days from receipt. The Contractor is obliged to submit to DSI and ICT Hub a pro forma invoice for the services provided, including VAT. DSI and ICT Hub shall, on the basis of the pro forma invoice submitted by the Contractor, conduct a procedure before the competent Tax Administration to exempt the Contractor from the obligation to pay VAT in accordance with the Law on Value Added Tax.

Ugovarač nema ovlašćenje da stvara obaveze, bilo koje prirode, u ime i za račun DSI-a ili ICT Hub-a. Ugovarač će jedino biti odgovoran za pružanje usluga iskazanih u ovom Ugovoru i nema nikakvih drugih dužnosti.

Pored svih drugih ovde pomenutih obaveza Ugovarač je saglasan da: (a) ugovoreni posao obavi marljivo i brzo i garantuje da će usluge biti pružene u skladu sa najvišim profesionalnim standardima u datoj oblasti, a na zadovoljstvo DSI, ICT Hub-a i njihovih klijenata; i (b) da, o svom trošku, postupa u skladu sa odredbama svih lokalnih zakona, propisa, odluka, zahteva i kodeksa koji se primenjuju na Ugovarača i na ovde opisane usluge.

Nezavisni ugovarač kao takav će jedini biti odgovoran da kontroliše i definiše pravac i izabere formu, način, metod i sredstva pružanja usluga. Ugovarač je odgovoran da snosi sve rizike koji prate njegov rad i da uživa sve koristi tog rada.

**4. Fakturisanje i plaćanje.** Ugovarač će, po izvršenoj usluzi, fakturirati pružene usluge u dinarskoj protivvrednosti po srednjem kursu NBS, ukoliko je originalna ponuda bila izražena u drugoj valuti od RSD, DSI-u i ICT Hub-u sa specifikacijom pruženih usluga, a DSI i ICT Hub će platiti Ugovarača najkasnije 15 dana od prijema iste.

Ugovarač je dužan da dostavi DSI-u i ICT Hub-u predračun za pružene usluge sa iskazanim PDV-om. DSI i ICT Hub se obavezuje da na osnovu dostavljenog predračuna od strane Ugovarača sprovedu pred nadležnom Poreskom upravom postupak za oslobađanje prometa usluga od obaveze

**5. Tax Treatment.** Contractor and DSI and ICT Hub agree that DSI and ICT Hub will treat Contractor as an independent contractor for purposes of all tax and file tax forms consistent with that status.

**6. Expenses and Liabilities.** Contractor agrees that as an independent contractor, it is solely responsible for all expenses (and profits/losses) Contractor incurs in connection with the performance of services. Contractor understands that neither DSI nor ICT Hub shall reimburse Contractor for any supplies, equipment, or operating costs, nor will these costs of doing business be defrayed in any way by DSI or ICT Hub.

Contractor shall comply at its own expense with all local laws, including but not limited to the maintenance in good standing of any and all business license fees required by law with respect to the performance of Contractor's services. DSI and ICT Hub reserve the right, on reasonable notice, to request proof of compliance with the requirements of this paragraph.

**7. Non-Exclusivity.** DSI and ICT Hub reserve the right to engage other Contractors to perform services, without giving Contractor a right of first refusal or any other exclusive rights. Contractor reserves the right to perform services to other clients.

**8. Confidentiality of Terms.** DSI, ICT Hub and Contractor each agree that they will hold in confidence the terms of this Agreement unless such disclosure is: (a) mutually agreed upon in writing; (b) reasonably required in connection with the fulfillment of the disclosing parties obligations hereunder; (c) to DSI and ICT Hub management with a need to know; (d) to attorneys, accountants, or other professional advisors of the disclosing party under confidentiality agreements substantially

plaćanja PDV-a u skladu sa odredbama Zakona o porezu na dodatu vrednost.

**5. Poreski tretman.** Ugovarač i DSI su saglasni da Ugovarač ima status nezavisnog ugovarača kod primene svih zakona koji regulišu porez (lokalni i republički) i da podnosi poreske prijave u skladu sa ovim statusom.

**6. Troškovi i obaveze.** Ugovarač je saglasan da kao nezavisni ugovarač snosi sve troškove (kao i profit/gubitke) koji nastanu tokom pružanja usluga. Ugovarač prihvata da DSI niti ICT Hub neće nadoknađivati nikakve troškove Ugovarača za materijal, opremu ili tekuće troškove niti će DSI ili ICT Hub na bilo koji način snositi troškove poslovanja Ugovarača.

Ugovarač će, o svom trošku, postupati u skladu sa svim republičkim i lokalnim zakonima i propisima uključujući, ali se ne ograničavajući na plaćanje taksi za potrebe produžavanja validnosti svih licenci koje propisuje zakon za usluge koje Ugovarač pruža. DSI i ICT Hub zadržavaju pravo da, u razumnom roku, zatraže dokaz ispunjenosti svih uslova navedenih u ovom stavu.

**7. Neisključivost.** DSI i ICT Hub zadržavaju pravo da angažuju druge Ugovarače za usluge, a da prethodno ne ponude Ugovaraču pravo preče kupovine niti bilo koja druga ekskluzivna prava. Ugovarač zadržava pravo da pruža svoje usluge i drugim klijentima.

**8. Poverljivost uslova.** DSI, ICT HUB i Ugovarač su saglasni da će uslove ovog Ugovora držati u tajnosti, osim ukoliko se obelodanjivanje: (a) zajednički dogovori u pismenoj formi; (b) ne traži u vezi sa ispunjavanjem obaveza strana u skladu sa ovim Ugovorom; (c) ne vrši menadžmentu DSI koji mora biti obavešten; (d) ne vrši advokatima, knjigovođama ili drugim

identical to this provision; or (e) pursuant to compulsory legal process.

### **9. Confidentiality and Nondisclosure of DSI and ICT Hub Proprietary Information.**

**(a)** The Contractor agrees in regard to the Proprietary Information that it shall (a) hold the Proprietary Information in confidence and shall not disclose the Proprietary Information to any person outside its organization, (b) use the same degree of care to avoid disclosure or use of the Proprietary Information as it uses in respect of its own information of like importance but in no case less than a reasonable degree of care, (c) use the Proprietary Information only in connection with the services provided under this Agreement, (d) not reverse-engineer or attempt to derive the composition or underlying information, structure or ideas of any Proprietary Information. The Contractor agrees to promptly notify DSI and ICT Hub of any unauthorized release of Proprietary Information.

**(b)** All Proprietary Information shall remain the property of DSI and ICT Hub. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly, impliedly or otherwise for any of the Proprietary Information disclosed by DSI and ICT Hub hereunder. The Contractor shall at the written demand of DSI and ICT Hub immediately return all documents and other tangible manifestations containing or reflecting Proprietary Information (including all copies and reproductions thereof).

**(c)** In the event that the Contractor or any Recipient becomes compelled by lawful process (such as subpoenas) to disclose any Proprietary Information, the Contractor shall provide DSI and ICT Hub with prompt, prior written notice so that the Company may seek a protective order or other appropriate remedy, or both, or waive compliance with the Confidentiality and Nondisclosure provisions of this Agreement. In

profesionalnim savetnicima sporazumne strane u skladu sa odredbom o poverljivosti koja je identična ovoj odredbi; ili (e) u skladu sa nekim obaveznim pravnim postupkom.

### **9. Poverljivost i čuvanje informacija DSI-a i ICT Hub-a koje nisu dostupne javnosti.**

**(a)** Ugovarač je saglasan da će: (a) čuvati poverljivost informacija nedostupnih javnosti i da ih neće obelodanjivati bilo kome van svoje organizacije, (b) jednako pažljivo izbegavati obelodanjivanje informacija nedostupnih javnosti ili ih jednako pažljivo koristiti kao što koristi i svoje informacije slične važnosti i da nivo pažnje nikada neće biti niži od razumnog, (c) koristiti Informacije nedostupne javnosti samo za potrebe pružanja usluga opisanih ovim Ugovorom, (d) izbegavati obrnuti inženjering ili bilo kakve pokušaje da dodje do sastava ili osnovne informacije, strukture ili ideje bilo koje informacije nedostupne javnosti. Ugovarač je saglasan da odmah obavesti DSI i ICT Hub o bilo kakvom neovlašćenom obelodanjivanju informacija nedostupnih javnosti.

**(b)** Sve informacije nedostupne javnosti su isključivo vlasništvo DSI-a i ICT Hub-a. U ovom Ugovoru se ništa ne može protumačiti kao garancija ili prenos prava licencom, izričito, prećutno, ili na bilo koji drugi način kada je u pitanju upotreba Informacija nedostupnih javnosti koje DSI i ICT Hub ovde obelodanjuju. Ugovarač će, po pismenom zahtevu DSI ili ICT Hub-a odmah vratiti sva dokumenta i druge materijalne manifestacije koje sadrže ili odražavaju Informacije nedostupne javnosti (uključujući i sve njihove kopije i reprodukcije).

**(c)** U slučaju da je Ugovarač ili Primalac pravnim postupkom primoran (sudskim pozivom) da obelodani bilo kakvu informaciju nedostupnu javnosti, Ugovarač će dopisom odmah o tome obavestiti DSI i ICT Hub tako da DSI i ICT Hub mogu da podnesu zahtev za zaštitu prava ili neki sličan adekvatan lek, ili oba ili da se odrekne poštovanja odredbe o

the event that DSI and ICT Hub are unable to obtain a protective order or other appropriate remedy, or if DSI and ICT Hub so direct, the Contractor shall exercise its reasonable best efforts to obtain a protective order or other appropriate remedy at DSI' and ICT Hub' reasonable expense. Failing the entry of a protective order or other appropriate remedy or receipt of a waiver hereunder, the Contractor shall furnish only that portion of the Proprietary Information which it is advised by written opinion of its counsel is legally required to be disclosed and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Proprietary Information so disclosed.

**(e)** These Confidentiality and Nondisclosure provisions shall continue in full force and effect and survive the termination of this Agreement.

**10. Standard USAID provisions.** Appendix 1 "Mandatory Standard Provisions" represents an integral part of this Agreement, Pursuant to the Provisions of the main Agreement No 72016921FA00001 between U.S. Agency for International Development (USAID) and DSI.

**11. Changes.** This Agreement shall not be changed, modified, supplemented or amended except by express written agreement signed by Contractor, DSI and ICT Hub.

**12. Termination with Notice.** Either party may terminate this Agreement for any reason, or no reason, upon 30 days' advance written notice.

Notice shall be sent to:  
FOR CONTRACTOR:

**Name and Surname**  
**Address:**  
**Tel:**  
**E-mail:**

FOR DSI:

poverljivosti i čuvanju informacija ovog Ugovora. Ukoliko se ne dobije zaštita prava ili neki drugi adekvatan lek, ili ukoliko DSI i ICT Hub to nalože, Ugovarač će uložiti sve napore da dobije zaštitu prava ili drugi adekvatni lek o razumnom trošku koji će pokriti DSI ili ICT Hub. Ukoliko Ugovarač ne dobije zaštitu prava ili neki drugi adekvatan lek ili u slučaju odsustva odricanja od odredbi ovog Ugovora, Ugovarač će obelodaniti samo onaj deo Informacija nedostupnih javnosti koje njegov pravni zastupnik pismeno zatraži kao neophodne u pravnom postupku i uložiti sve svoje napore da dobije razumno uveravanje da će tako obelodanjene informacije biti čuvane kao poverljive.

**(e)** Ove odredbe o poverljivosti i čuvanju informacija ostaju u potpunosti na snazi i nakon isteka ovog Ugovora.

**10. Standardne USAID ugovorne odredbe.** Prilog 1 "Mandatory Standard Provisions" predstavlja sastavni deo ovog Ugovora, u skladu sa odredbama krovnog ugovora broj 72016921FA00001 zaključenog između U.S. Agency for International Development (USAID) i DSI.

**11. Izmene.** Ovaj Ugovor neće biti predmet izmena i dopuna, osim na osnovu izričitog pisanog sporazuma koji potpišu Ugovarač, DSI i ICT Hub.

**12. Raskid uz obaveštenje.** I jedna i druga ugovorna strana mogu da raskinu ovaj Ugovor iz bilo kojih razloga, ili bez razloga, 30 dana nakon dospeća pisanog obaveštenja o tome.

Obaveštenje se šalje:  
ZA UGOVARAČA:

**Name and Surname**  
**Adresa:**  
**Tel:**

**Nina Tasić**  
**Finance and Operations Manager of USAID**  
**Venture an Idea Project**  
**Address: 11a, Milutina Milankovića**  
**Tel: +381 69 15 30 003**  
**E-mail: [nina.tasic@dsi.rs](mailto:nina.tasic@dsi.rs)**

FOR ICT Hub:

**Zorica Milovanović**  
**Finance and Administration Specialist of**  
**USAID Serbia Innovates Project**  
**Tel: +381 60 742 84 85**  
**E-mail: [zorica.milovanovic@srbijainovira.rs](mailto:zorica.milovanovic@srbijainovira.rs)**

**13. Termination Due to Material Breach.** Either party may terminate this Agreement before its expiration immediately if the other party materially breaches the Agreement.

**14. Deduction of Amounts Owed to DSI or ICT Hub.**

Contractor agrees that any amounts owed to DSI and ICT Hub by Contractor, for any reason, may be deducted from any amounts owed by DSI or ICT Hub to Contractor if possible, or refunded to the respective project account.

**15. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Serbia without regard to the conflict of laws principles thereof.

**16. Final provisions.** This Agreement is made in the Serbian and English language, in 2 (two) identical copies. In case of inconsistency between the two versions, the Serbian version of the Agreement shall prevail.

**IN WITNESS WHEREOF,** the parties have executed this Agreement by their authorized representative as of the date and year first set forth below.

**E-mail:**

ZA DSI:

**Nina Tasić**  
**Menadžer za opšte poslove i finansije**  
**USAID Projekta "Preuzmi ideju"**  
**Adresa: Milutina Milankovića 11a**  
**Tel: +381 69 15 30 003**  
**E-mail: [nina.tasic@dsi.rs](mailto:nina.tasic@dsi.rs)**

ZA ICT Hub:

**Zorica Milovanović**  
**Finansijsko-administrativni referent**  
**USAID Projekta "Srbija inovira"**  
**Tel: +381 60 742 84 85**  
**E-mail: [zorica.milovanovic@srbijainovira.rs](mailto:zorica.milovanovic@srbijainovira.rs)**

**13. Raskid zbog materijalnog prekršaja.** I jedna i druga ugovorna strana mogu raskinuti ovaj Ugovor pre isteka roka ukoliko, i čim, ona druga ugovorna strana napravi materijalni prekršaj Ugovora.

**14. Odbitak sredstava koja se duguju DSI-u i ICT Hub-u.** Ugovarač je saglasan da se sredstva koja se duguju DSI-u i ICT Hub-u iz bilo kojih razloga odbiju od iznosa koje DSI i ICT Hub duguju Ugovaraču ukoliko je moguće ili se izvrši povraćaj sredstava na račun projekta na kog se dugovanje odnosi.

**15. Relevantan zakon.** Ovaj Ugovor će biti regulisan i tumačen u skladu sa zakonima Republike Srbije bez obzira na konflikt načela zakona.

**16. Završne odredbe.** Ovaj Ugovor je sačinjen na srpskom i engleskom jeziku, u 2 (dva) identična primerka. U slučaju nesaglasnosti između pomenutih jezičkih verzija Ugovora, merodavna će biti verzija Ugovora na srpskom jeziku.

<p>By: <b>Contractor (company)'s name</b></p> <hr/> <p><b>Name and Surname</b></p> <p>Date_____</p> <p>By: Digital Serbia Initiative</p> <hr/> <p><b>Nebojša Bjelotomić</b></p> <p>Date_____</p> <p>By: ICT Hub</p> <hr/> <p><b>Kosta Andrić</b></p> <p>Date_____</p>	<p><b>U ZNAK PRIHVATANJA OVOG UGOVORA,</b> ovlašćeni predstavnici Ugovornih strana su potpisali Ugovor na dan naveden u nastavku</p> <p>Za: <b>Dobavljac</b></p> <hr/> <p><b>Ime I prezime</b></p> <p>Datum_____</p> <p>Za: Inicijativa Digitalna Srbija</p> <hr/> <p><b>Nebojša Bjelotomić</b></p> <p>Datum_____</p> <p>Za:: ICT Hub</p> <hr/> <p><b>Kosta Andrić</b></p> <p>Date_____</p>
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Prilog A / Attachment A

Ponuda / Offer

## APPENDIX 1

### MANDATORY STANDARD PROVISIONS

#### M1. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (July 2015)

As a condition of receipt of this contract, marking with the USAID Identity of a size and prominence equivalent to or greater than the provider of services', subprovider of other donor's, or third party's is required. In the event the provider of services chooses not to require marking with its own identity or logo by the subprovider of services, USAID may, at its discretion, require marking by the subprovider of services with the USAID Identity.

#### M2. DEBARMENT AND SUSPENSION (JUNE 2012)

a. The provider of services must not transact or conduct business under this contract with any individual or entity that has an active exclusion on the System for Award management (SAM) ([www.sam.gov](http://www.sam.gov)) unless prior approval is received from the Agreement Officer. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the provider of services has any questions about listings in the system, these must be directed to the USAID Venture an Idea Project Director.

b. The provider of services must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780, DSI may disallow costs, annul or terminate the transaction, debar or suspend the provider of services, or take other remedies as appropriate, if the provider of services violates this provision. Although doing so is not automatic, DSI may terminate this contract if a provider of services or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, USAID will consider the totality of circumstances—including the provider of services's response to the situation and any additional information submitted—when USAID determines its response.

c. The provider of services must notify the USAID Venture an Idea Project Director immediately upon learning that it or any of its principals, at any time prior to or during the duration of this contract are presently excluded or disqualified from doing business with any U.S. Government entity;

D. Principal means—

- a. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction;  
or
- b. A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—

- i. Is in a position to handle Federal funds;
- ii. Is in a position to influence or control the use of those funds; or,
- iii. Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

#### M3. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (May 2020)

a. In carrying out activities under this contract , except as authorized by a license issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury, the provider of services will not engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered by OFAC or the United Nations (UN), including any individual or entity that is included on the Specially Designated Nationals and Blocked Persons List maintained by OFAC (<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx/>) or on the UN Security Council consolidated list (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

b. Any violation of the above will be grounds for unilateral termination of the agreement by DSI.

#### M4. TRAFFICKING IN PERSONS (April 2016)

a. The provider of services, subawardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:

(1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this contract;

(2) Procurement of a commercial sex act during the period of this contract;

(3) Use of forced labor in the performance of this contract;

(4) Acts that directly support or advance trafficking in persons, including the following acts:

i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

a) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:exempted from the requirement to provide or pay for such return transportation by USAID under this award; or

b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

ii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

iii. Charging employees recruitment fees; or

iv. Providing or arranging housing that fails to meet the host country housing and safety standards.

b. In the event of a violation of section (a) of this provision, DSI is authorized to terminate this contract, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

#### M5. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)

##### a. Faith-Based Organizations Encouraged

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

Decisions about awards of USAID financial assistance must be free from political interference or

even the appearance of such interference. Awards must be made on the basis of merit, not the basis of the religious affiliation of an applicant, or lack thereof. A faith-based organization may

continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, within the limits contained in this provision. For more information, see the USAID Faith- Based and Community Initiatives Web site and 22 CFR 205.1.

b. Explicitly Religious Activities Prohibited.

(1) Explicitly religious activities include activities that involve overt religious content such as worship, religious instruction, prayer, or proselytization.

(2) The provider of services must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. If the provider of services engages in explicitly religious activities, the activities must be offered separately, in time or location, from any programs or services directly funded by this award, and participation must be voluntary for beneficiaries of the programs or services funded with USAID assistance.

(3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, as provider of services or subawardees, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID- funded activities.

(4) Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services:

(i) May retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support or engage in any explicitly religious activities or in any other manner prohibited by law;

(ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols; and

(iii) May retain its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

c. Implementation in accordance with the Establishment Clause: Nothing in this provision shall be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.

d. Discrimination Based on Religion Prohibited: The provider of services must not, in providing services, discriminate against a program beneficiary or potential program beneficiary on the

basis of religion or religious belief, refusal to hold a religious belief or a refusal to attend or participate in a religious practice.

e. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1 is not forfeited when the organization receives financial assistance from USAID.

f. The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.

#### M.6 PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)

The requirement to comply with and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards and subawards (including subcontracts) issued beginning July 1, 2013.

The provider of services must:

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

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

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

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

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

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

#### M7. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)

##### (a) Definitions.

"Contract" has the meaning given in 2 CFR Part 200.

"Contractor" means an entity that receives a contract as defined in 2 CFR Part 200.

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

"Subaward" has the meaning given in 2 CFR Part 200. "Subprovider of services" has the meaning given in 2 CFR Part 200.

(b) The provider of services must not require its employees, subprovider of services, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subprovider of services, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

(c) The provider of services must notify current employees and subprovider of services that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

(d) The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414

(Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the provider of services is not in compliance with the requirements of this provision.

(f) The provider of services must include the substance of this provision, including this paragraph (f), in subawards and contracts under such awards.

#### M8. CHILD SAFEGUARDING (June 2015)

(a) Because the activities to be funded under this contract may involve children, or personnel engaged in the implementation of the contract may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within USAID-funded programs. The organization agrees to abide by the following child safeguarding core principles:

(1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;

(2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;

(3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;

(4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;

(5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and

(6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

(b) The organization must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (a) (1) through (6).

#### M9. MANDATORY DISCLOSURES (NOVEMBER 2020)

Consistent with 2 CFR §200.113, applicants and provider of services must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the cognizant Agreement Officer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subprovider of services must disclose, in a timely manner, in writing to the USAID Office of the Inspector General and to the prime provider of services (pass through entity) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent to:

U.S. Agency for International Development  
Office of the Inspector General  
P.O. Box 657  
Washington, DC 20044-0657

Phone: 1-800-230-6539 or 202-712-1023

Email: [ig.hotline@usaid.gov](mailto:ig.hotline@usaid.gov)

URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>.

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

#### M10. NONDISCRIMINATION AGAINST BENEFICIARIES (November 2016).

(a) USAID policy requires that the provider of services not discriminate against any beneficiaries in implementation of this contract, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this award on the basis of any factor not expressly stated in the contract. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the provider of services to target activities toward the assistance needs of certain populations as defined in the contract.

(b) The provider of services must insert this provision, including this paragraph, in all subawards and contracts under this contract.

#### M11. CONFLICT OF INTEREST (August 2018)

a. A conflict of interest in the contract, administration, or monitoring of subawards arises when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a non-federal entity considered for a subaward. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from subprovider of services or parties to subawards. However, pass-through entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the pass-through entity.

b. The provider of services must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of subawards. The provider of services safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

c. The non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a subaward action involving a related organization.

d. The provider of services must have a system or systems in place to address, resolve, and disclose to DSI any conflicts of interest as described in this provision that affect any subaward regardless of the amount funded under this contract.

e. The provider of services must disclose any conflict of interest and the provider of services's approach for resolving the conflict of interest to the USAID Venture an Idea Project Director for the award within 10 calendar days of the discovery of the conflict of interest.

f. Upon notice from the provider of services of a potential conflict of interest and the approach for resolving it, the USAID Venture an Idea Project Director will make a determination regarding the effectiveness of the provider of services's actions to resolve the conflict of interest within 30 days of receipt of the provider of services's notice, unless the USAID Venture an Idea Project Director advises the provider of services that a longer period is necessary.

g. The provider of services cannot request payment from DSI for costs for transactions subject to the conflict of interest pending notification of DSI's determination. Failure to disclose a conflict of interest may result in cost disallowances.

h. For conflicts of interest, including organizational conflicts of interest, involving contracts, the provider of services must follow 2 CFR 200.318, general procurement standards.

i. The provider of services must insert the substance of this provision, including paragraph (i), in all subawards under this contract, at any subaward tier.

#### REQUIRED AS APPLICABLE STANDARD PROVISIONS

#### RAA1. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020)

##### a. Ineligible and Restricted Commodities and Services:

(1) Ineligible Commodities and Services. The provider of services must not, under any circumstances, procure any of the following under this contract:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision, "Debarment and Suspension" and Standard Provision, "Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals" must not be used to provide any commodities or services funded under this contract.

(3) Restricted Commodities. The provider of services must obtain prior written approval of the USAID Venture an Idea Project Director or comply with required procedures under an applicable waiver, as provided by the USAID Venture an Idea Project Director when procuring any of the following commodities:

- (i) Agricultural commodities,
- (ii) Motor vehicles,

- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

b. Source and Nationality:

Except as may be specifically approved in advance by the USAID Venture an Idea Project Director , all commodities and services that will be reimbursed by DSI under this contract must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937.

When the total value of procurement for commodities and services during the life of this contract is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this contract is code 935. For a current list of countries within each geographic code, see: <http://www.usaid.gov/ads/policy/300/310>.

c. Guidance on the eligibility of specific commodities and services may be obtained from the USAID Venture an Idea Project Director. If DSI determines that the provider of services has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the USAID Venture an Idea Project Director may require the provider of services to refund the entire amount of the purchase.

RAA3. PATENT RIGHTS (JUNE 2012)

Patent Rights

(1) Allocation of Principal Patent Rights. The provider of services may retain the entire right, title, and interest throughout the world to each subject invention, subject to this provision. With respect to any subject invention in which the provider of services retains title, the U.S. Government must have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. Government the subject invention throughout the world, and to sublicense others to do the same. The provider of services agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with U.S. Government support under Fixed Amount Award No: 72016921FA00001. The U.S. Government has certain rights in this invention."

(2) Definitions. For purposes of this provision, the following terms will have the following meaning:

(i) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

(ii) "Subject invention" means any invention of the provider of services conceived or first actually reduced to practice in the performance of work under this contract.

(3) The provider of services must disclose each subject invention to the National Institutes of Health (NIH) EDISON Patent Reporting and Tracking System (<http://www.iedison.gov>) within two months after the inventor discloses it in writing to provider of services personnel responsible for patent matters. In addition, the provider of services agrees to submit, on request, periodic reports to the USAID Venture and Idea Project Director, no more frequently than annually, on the utilization of a subject invention.

(4) Conditions When the U.S. Government May Obtain Title. The provider of services must convey title to any subject invention to DSI, upon written request, subject to provider of services's retention of a nonexclusive, royalty-free license throughout the world, in each subject invention:

(i) If the provider of services fails to file a U.S. patent application or to disclose the subject invention to DSI at least 60 days prior to the statutory period for filing a patent in the United States, fails to file any non-U.S. patent applications within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, or elects not to retain title.

(ii) In any country in which the provider of services decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in examination or opposition proceeding on a patent on a subject invention.

Signed for and on behalf of [the Service Provider's legal name]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_