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Proposal Deadline: April 30, 2024 by 4 p.m. CET

ICT Hub, d.o.o.

Serbia Innovates Project

Request for Proposals
USAID Serbia Innovates Project RFP-2024-04
For the Provision of

Service of coordinating advocacy activities aimed at advancing the regulatory framework for conducting business in the field of Web3 in the Republic of Serbia and aligning it with the EU regulatory framework

Project:
Serbia Innovates Project

Contracting Entity:
ICT Hub d.o.o.
Kralja Milana 10
Belgrade, Serbia

Funded by:
United States Agency for International Development (USAID)

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Request for Proposals

ICT Hub d.o.o, the Contractor, acting on behalf of the U.S. Agency for International Development (USAID) as implementer of the USAID Serbia Innovates Project, is soliciting offers from qualified, legally registered U.S. or Serbian, non-profit or for-profit companies and organizations, and non-governmental organizations (NGOs) to submit proposals to carry out **Service of coordinating advocacy activities aimed at advancing the regulatory framework for conducting business in the field of Web3 in the Republic of Serbia and aligning it with the EU regulatory framework.**

This Request for Proposals (RFP) consists of the following sections:

1. Section 1 – Background and Scope of Work
2. Section 2 – Detailed Instructions
3. Section 3 – Proposal Submission and Preparation Information
4. Section 4 – Evaluation and Award Information
5. Section 5 – Administration Information
6. Annexes

ICT Hub d.o.o/ USAID Serbia Innovates Project is soliciting proposals from qualified offerors to provide the services described in “Section 1 Funding Opportunity Description, Scope of Work” of this RFP. The successful bidder will be responsible for ensuring the achievement of specified deliverables.

The Offeror may NOT subcontract or enter into joint ventures or other agreements with other organizations under any resultant subcontract without prior ICT Hub d.o.o. approval. Should there be a need for the Offeror to subcontract to another organization, the Offeror must perform a substantial portion of the activities (including program management and operations, and delivery of required services).

The Offeror may not submit more than one proposal per RFP. The Offeror may not be a partner in another proposal on the same RFP. The Offeror and its partner(s), if any, must satisfy the eligibility criteria as per Section 2.1.

Subcontract Award: ICT Hub d.o.o. intends to award One Firm Fixed Price subcontract, to be allocated based on the project milestones. The anticipated period of performance of the subcontract is expected to start from the date of contract signing. All tasks should be completed no later than January 31, 2025. ICT Hub d.o.o. anticipates awarding one Firm Fixed Price subcontract under this RFP. Under a Firm Fixed Price subcontract, all payments will be fixed-sum, payable upon completion of deliverables. Deliverables, payment amounts, and dates will be defined in detail during negotiations to enter into a subcontract.

ICT Hub d.o.o. /Serbia Innovates Project will select the proposal that offers the best value based upon the evaluation criteria stated in this RFP. This RFP in no way obligates Serbia Innovates Project, ICT Hub d.o.o, or USAID to execute a subcontract nor does it commit Serbia Innovates Project, ICT Hub d.o.o, or USAID to pay any cost incurred in the preparation and submission of proposals.

Submission and deadline of proposals: Offerors are responsible for ensuring that their signed technical and cost proposals are received in accordance with the instructions stated in

this RFP and received no later than the closing time and date. ICT Hub d.o.o/Serbia Innovates cannot guarantee that late offers will be considered. Offerors shall submit their offers electronically only. Emailed offers must be received by 16:00 (4 pm) CET (Local Belgrade Time) on April 30, 2024 at finansije@icthub.rs.

Validity Period

Offerors' proposals must remain valid for 90 calendar days after the proposal submission deadline.

Written Questions and Clarifications. Upon receipt of this RFP, Offerors should carefully review the entire document. Offerors should submit any questions concerning this RFP in writing via email to finansije@icthub.rs. The deadline for receipt of requests for clarifications/explanations is April 22, 2024 by 16:00 hours Local Belgrade Time. No questions will be accepted after this date.

Organizations invited by ICT Hub d.o.o/Serbia Innovates to submit proposals for the services described in this RFP are under no obligation to do so. Offerors will not be reimbursed for any costs incurred in connection with the preparation and submissions of their bids.

Section 1 – Background and Scope of Work

1.1. About the Project

Serbia Innovates is a four-year project aimed at strengthening the innovation driven Serbian economy in the economy segments with the biggest potential for growth. Launched by ICT Hub with the support of USAID, the overall goal of the project is to strengthen Serbia's economy through innovation development.

1.2. Background

On January 27, 2021 the U.S. Agency for International Development (USAID) approved the Serbia Innovates Project, 72016921CA00001 which provided \$ 6,077,652 in funds to ICT Hub doo (recipient/contractor) for a four-and-half-year project aimed at strengthening the innovation driven Serbian economy in the economy segments with the biggest potential for growth. The overall goal of the project is to strengthen Serbia's economy through innovation development. The central point of the project is a Supercluster – a globally proven business model that will help us achieve the desired results in the local environment.

The ICT Hub d.o.o. in Serbia is seeking highly qualified experts in obtaining professional assistance in analyzing key aspects of European Union regulatory initiatives, such as MiCA and DAC8, and presenting them to the local community. The Offeror should conduct an analysis of MiCA and DAC8 in order to familiarise local stakeholders (government and web3 community) with issues that those two pieces of EU legislation bring. Analysis of MiCA should provide insights of the most important parts that may affect Serbian companies (token issuance and virtual assets service providers), while analysis of DAC8 should determine its compatibility with existing clauses on mutual cooperation from Serbian Double Taxation Treaties (DTT). Therefore, the Offeror should provide the papers with an analysis of MiCA and DAC8. These papers will be followed by the cooperation with the government agencies and working groups.

In addition, the Offeror should prepare a set of documents that will ensure the establishment of Supercluster Excellent3 as a legal entity.

1.3. Objective and Purpose

The purpose of this RFP is to solicit proposals from experts to support ICT Hub/Serbia Innovates in coordinating advocacy activities aimed at advancing the regulatory framework for conducting business in the Republic of Serbia and aligning it with the EU regulatory framework.

1.4. Scope of Work

This assignment is part of Serbia Innovates overall activities. The selected offeror will coordinate its work with the Serbia Innovates team and report to the Serbia Innovates Team Leaders.

1.4.1. Description of Tasks

The main task will be divided into two sections. The first section focuses on the regulatory framework of the EU regulations and will involve analysis and harmonization efforts, as well as establishing collaboration with relevant organizations operating in that environment. The second section focuses on enhancing the local business environment

for Web3 companies, coordination of the Web3 Policy Lab, and setting up the Supercluster Excellent3 as a legal entity.

Section 1: Aligning the regulatory framework with the EU regulations - Creation of two papers on MiCA and DAC8

MiCA

1.1. Crypto Assets in scope of MiCA - MiCA governs three kinds of tokens, e-money tokens (EMT), asset referenced tokens (ART), and tokens other than EMT and ART. It is necessary to shed light on those tokens in order to raise awareness of what to expect when local issuers aim for the EU market.

1.2. Crypto Assets Service Providers under MiCA - given the fact that crypto assets, in general, do not know the borders, due attention should be paid to companies who offer services involving crypto assets within Article 3 para 16 of the MiCA.

1.3. Obligations for issuers of crypto assets under MiCA - When making an offer to the public of crypto-assets other than ART or EMT or when seeking admission to trading of such crypto-assets in the EU, offerors or persons seeking admission to trading should draw up, notify to their competent authority and publish an information document containing mandatory disclosures ('a crypto-asset white paper'). As Serbian companies may issue the tokens too, they should be aware of the obligations under MiCA.

DAC8

1.4. Analysis of DAC with focus on DAC8 and potential for its application/transposition in the Serbian legal framework, as well as compatibility of DAC8 solutions and requirements with clauses on mutual cooperation from Serbian double taxation treaties (DTTs). In essence, DAC8 concerns the reporting and automatic exchange of information on revenues from transactions in crypto-assets and on advance tax rulings for the wealthiest (high-net-worth) individuals, at the EU level. The aim of DAC8 is to strengthen the existing legislative framework by enlarging the scope for registration and reporting obligations and overall administrative cooperation of tax administrations. Although Serbia is not part of the EU, it has a range of DTTs that provide legal basis for mutual cooperation between Serbian Tax Administration and foreign ones.

Section 2: Coordination of activities

2.1. Coordination of experts from sections 1, as well as final editing of the papers on MiCA and DAC8. The coordinator will align the exact content of subject papers and be available to the authors to help them navigate through the writing process. Eventually, the coordinator will edit the final versions of the papers.

2.2. Organisation of at least 1 event to discuss the papers on MiCA and DAC8.

2.3. The coordinator will have meetings with government agencies on an ad hoc basis, to

discuss current challenges and propose actions to overcome regulatory hurdles. The coordinator may participate in government working groups on behalf of the Supercluster.

2.4. Coordination of W3PL (Web3 Policy Lab) activities with cluster management team and external stakeholders.

2.5. Consulting for formal set up of Supercluster as a legal entity. Drafting articles of association, internal rulebook, representation before the Serbian Business Registry, etc.

1.4.2. Deliverables

The awarded Offeror will have to submit **three reported documents** in Serbian language (two referring to Section 1 under point 1.4.1. of this document, i.e. papers for MiCA and DAC8, and one document referring to Section 2, 2.5. under point 1.4.1 of this document, i.e. paper(s) related to the establishment of Supercluster Excellent3), unless agreed differently with the Serbia Innovates Project, and to **organize 1 event** where they will present the documents. The deliverables will be contractual obligations of the awarded Offeror and will be structured and defined in the contract, along with the final timetable.

1.4.3. Deliverables Schedule

The Subcontractor shall submit the deliverables for payment described above in accordance with the Deliverables Schedule that will be defined in the contract. The Subcontractor should propose a tentative Deliverable schedule and Timeline that will be further negotiated with the awarded Offeror.

1.5 RELATIONSHIPS AND RESPONSIBILITIES

The client for this contract is ICT Hub doo. The program coordinator is the Supercluster Excellent 3 management team.

Section 2 - Detailed Instructions

2.1. Eligibility Information

Eligible Offerors shall be able to comply with and achieve the proposed Program Description, Tasks, and Results and have a satisfactory performance record and record of integrity and business ethics. Eligible Offerors include, but not limited to, legally registered US and Serbian non-for-profit and for-profit organizations, and non-governmental organizations (NGOs).

Ineligible Offerors include:

- Entities that have misused USAID funds in the past, organizations that advocate, promote or espouse anti-democratic policies or illegal activities;
- Political parties or institutions;
- Organizations that intend to use the contract for religious objectives;
- Organizations that are on the list of parties excluded from federal procurement and non-procurement programs or the United Nations Security Sanctions Committee.

2.2. Source of Funding, Authorized Geographic Code, and Source and Nationality

Any subcontract resulting from this RFP will be financed by USAID funding and will be subject to U.S. Government and USAID regulations. The authorized USAID geographic code for this RFP and any resulting subcontract is Code 937. All commodities and services supplied under any subcontract resulting from this RFP must be procured from Code 937 sources. Code 937 is defined as the United States, Serbia, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source. A list of developing countries, advanced developing countries, and prohibited sources is available in USAID's Automated Directives System, ADS 310 (<http://www.usaid.gov/policy/ads/300/310.pdf>).

Section 3 - Proposal Submission and Preparation Information

The deadline for the submission of proposals is **April 30, 2024 by 4 p.m. CET** via email to finansije@icthub.rs. Late proposals will not be considered. The email subject line item must contain the reference number of the RFP.

The Offerors must submit the proposal electronically with attachments (20 MB limit per email) compatible with MS Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft environment-compatible environment. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment.

The submitted proposal shall follow the format as described below.

1. An identifiable tab sheet shall precede each section for easy reference.
2. All pages, except pre-printed technical inserts, shall be sequentially numbered.
3. The Offeror may include any additional information considered pertinent.
4. All proposals shall include a Technical Proposal and a Cost Proposal.
5. All proposals shall be submitted in English.

All materials submitted in response to this RFP shall become the property of ICT Hub d.o.o. and may be returned only at ICT Hub's option.

3.1. Requirements for Proposal Format

The required format for Proposals is listed below:

1. Cover Letter

The Offeror's cover letter shall include the following information:

- i. Name of the company or organization or individual
- ii. Type of company or organization
- iii. Address
- iv. Telephone
- v. Fax
- vi. E-mail
- vii. Full names of members of the Board of Directors and Legal Representative (where applicable)
- viii. Taxpayer Identification Number
- ix. Unique Entity ID
- x. Reference Number of the RFP
- xi. Other required documents that shall be included as attachments to the cover letter

3.2. Technical Proposal

The technical proposal must not be longer than 20 pages in length, and pages submitted that exceed 20 pages will not be reviewed. Supporting documents and CVs of the proposed key staff members will not be counted toward the 20 pages limit.

The technical proposal shall comprise the following parts:

Part 1: Technical Approach, Methodology and Draft Detailed Work Plan. This part shall not exceed 10 pages.

Present a narrative that demonstrates understanding, creativity and added value for the tasks identified in the scope of work, to include proposed deliverables and timing. This section should demonstrate the Offeror's approach, providing a detailed description of the activities, tools, methodologies, management, logistics, and resource requirements (non-financial).

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such. The Offeror is required to propose a detailed time-line for proposed activities.

Part 2: Management, Personnel, and Staffing Plan. This part shall be between 2 and 5 pages long but may not exceed 5 pages. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit. The Offeror shall determine, define and propose a team that has the appropriate range of skills and personnel positions necessary to implement the scope of work. The roles and responsibilities of each team member should be described.

The Offeror will provide a listing of staff that will be engaged on this project and their CVs. The Offeror will also designate key personnel, who should include the Project Manager.

Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between 2 and 5 pages long but may not exceed 5 pages. This section should provide a brief description of the Offeror's past and present activities. It should focus on services related to the proposal.

Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology to conducting the feasibility study and the detailed work plan. Additionally, Offeror must include 3 past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact that can speak to the Offeror's performance, name and address of the company for which the work was performed and email and phone number of the point of contact.

ICT Hub d.o.o. / Serbia Innovates Project reserves the right to check additional references not provided by an Offeror.

The sections of the technical proposal stated above must respond to the detailed information set out in Section II of this RFP, which provides the background, states the scope of work, describes the deliverables, and provides a deliverables schedule.

3.3. Cost Proposal

The cost proposal shall be submitted as a separate file from the technical proposal. Offerors shall fill in the budget form with sufficient detail to permit evaluation of cost reasonableness.

All bids must include proposed costs to complete the tasks described in the project Scope of Work. The cost proposal is used to determine which proposals represent the best value and serves as a basis for negotiation before the award of a subcontract.

The price of the subcontract to be awarded will be an all-inclusive fixed price. No profit, fees, taxes, or additional costs can be added after the award.

Offerors should present their firm fixed price offer and complete the Proposal Cost Summary in Annex 2. This cost summary shall be the basis for the firm fixed price cost proposal evaluation of all offeror's deliverable prices.

In addition, for the purpose of cost proposal evaluation, Offerors must provide a detailed budget showing major line items, e.g. salaries, allowances, travel costs, other direct costs, indirect rates, etc., as well as individual line items, e.g. salaries or rates for individuals, different types of allowances, rent, utilities, insurance, etc. Bidders must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in US Dollars.

ICT Hub d.o.o. /Serbia Innovates Project reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an Offeror's proposed cost.

If it is the bidder's regular practice to budget indirect rates, e.g. overhead, fringe, G&A, administrative, or other rate, bidders must explain the rates and the rates' base of application in the budget narrative. ICT Hub d.o.o. /Serbia Innovates Project reserves the right to request additional information to substantiate a bidder's indirect rates.

In addition, Offerors must provide a Level of Effort (LoE) table presenting the level of effort of the key experts/personnel proposed.

Responsibility Determination: Offerors should complete and have an authorized officer of the firm sign the certifications in Annex 1. Offerors should submit any additional evidence for responsibility deemed necessary for ICT Hub d.o.o. / Serbia Innovates Project to make a determination of responsibility. The information submitted should substantiate that the Offeror:

- a) Has adequate financial resources or the ability to obtain such resources as required during the performance of the agreement;
- b) Has the ability to comply with the agreement conditions, taking into account all existing and currently prospective commitments of the Offeror, non governmental and governmental;
- c) Has a satisfactory record of performance. Past relevant unsatisfactory performance is ordinarily sufficient to justify a finding of non-responsibility unless there is clear evidence of subsequent satisfactory performance;
- d) Has a satisfactory record of integrity and business ethics;
- e) Is otherwise qualified and eligible to contract an agreement under applicable laws and regulations.

Information on the Offerors Unique Entity ID - Offerors must provide their unique entity identifier (UEI) or if already have a Data Universal Numbering System (DUNS) number to ICT Hub d.o.o. If an Offeror does not have a unique entity identifier (UEI) number, they must demonstrate that they will be able to receive and provide the UEI to ICT Hub d.o.o. before any contract can be awarded. ICT Hub d.o.o. may not make an award to any entity unless the entity has provided its UEI (DUNS) to ICT Hub d.o.o. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc.

(D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently +1 866-705-5711) or the Internet (currently at fedgov.dnb.com/webform). D&B assigns UEI (DUNS) for each physical location of a business. Requesting a UEI (DUNS) takes about 10 minutes. Receiving a UEI (DUNS) takes 1–2 business days (under normal circumstances) when using the D&B web form (<https://sam.gov/content/entity-registration>).

Information on the Offerors Executives – Offerors must indicate if in the Offerors preceding fiscal year, the Offeror received:

- a. 80 percent or more of its annual gross revenues from US Government sources; and
- b. \$25,000,000 or more in annual gross revenues from US Government sources

If the Offeror answers yes to either of the criteria above, the Offeror must provide the names and total compensation of each of the Offeror's five most highly compensated executives for the Offeror's preceding completed fiscal year.

Please note that the Offeror should also submit the following supporting documents, in case the Offeror is a legal entity, not a private individual:

- A copy of your organization's Articles of Incorporation or other documentation which substantiates the legal character/registration of the organization.
- Copies of the Offeror's financial reports for the previous three-year period, which have been audited by a reputable certified public accounting firm.

Section 4 – Evaluation and Award Information

4.1 Evaluation Criteria

Proposals will be evaluated in accordance with the criteria set forth below. The criteria have been tailored to the requirements of this RFP. Proposals should note that these criteria serve to (a) identify the significant matters that Offerors should address in their proposals, and (b) set the standard against which all proposals will be evaluated.

To the extent necessary, ICT Hub d.o.o. /Serbia Innovates Project may request clarification and supplemental materials from Offerors whose proposals have a reasonable chance of being selected for a subcontract. The entry into the discussion is to be viewed as part of the evaluation process and shall not be deemed as indicative of a decision or commitment upon the part of ICT Hub d.o.o. /Serbia Innovates Project to contract the selected Offeror with whom discussions are being held.

The Evaluation Committee will evaluate all proposals on responsiveness to RFP requirements, quality, and cost. If an Offeror's proposal fails to fulfill the requirements of the RFP in any respect, contains an irregularity, or contains a deviation from the requirement, it will be considered non-responsive and may be rejected.

Proposals will be evaluated by the Evaluation Committee on the basis of 100 possible points. The weighting of various sections will be as follows:

| Category | Maximum Points (100 Total) |
|---|-----------------------------------|
| Technical Approach | 30 |
| Management, Personnel, and Staffing Plan | 30 |
| Organizational Capabilities, Experience, and Past Performance | 20 |
| Cost proposal | 20 |
| Total Possible Points | 100 |

1. Technical Approach (30 points):

Demonstrated knowledge and understanding of the issues that the proposed RFP activity will address. Proposed project approach, including detailed activities and a timeline for fulfilling all requirements of the Scope of Work in an effective and efficient manner. The methodology should clearly explain how the applicant will complete the work and include a detailed work plan.

2. Management, Personnel, and Staffing Plan (30 points)

Personnel Qualifications – The Offeror should describe their overall staffing capability and capacity to undertake work in this area. A detailed description of the proposed team members' qualifications and relevant experience to carry out the Scope of Work should be included. As a whole, the proposed team should reflect an understanding of the purpose and goals of this Strategy, stakeholders' engagement, and motivation, as well as knowledge of behavioral change methodologies and their application in economic and regulatory areas.

3. Corporate Capabilities, Experience, and Past Performance (20 points)

Offeror's experience and capabilities in undertaking similar activities should be detailed here, including references and certifications (especially experience with USAID funded projects in Serbia). If desired, applicants may share website links to relevant examples for consideration. Offerors may also consider capacity and capabilities of relevant staff and/or consultants when describing their organizational capabilities.

4. Cost proposal (20 points):

Cost effectiveness, including resources provided for the proposed cost. Cost realism including whether the price offered is within the cost range that ICT Hub d.o.o. /Serbia Innovates Project should realistically expect to pay for the proposed effort. Consistency of the proposed costs with the technical approach. Is the proposed budget realistic, well-thought out, and in line with the proposed activities? Are the proposed costs reasonable, allowable and allocable to the award?

The selection of the Offeror for award will be made by the ICT Hub d.o.o. /Serbia Innovates Project Evaluation Committee based on the evaluation criteria above.

4.2. Award process

The Successful Offeror will receive written notice from the Finance and Administration Specialist informing the Offeror that ICT Hub d.o.o. /Serbia Innovates Project either intends to award a subcontract to the Offeror solely on the basis of the original bids received or that the ICT Hub d.o.o. /Serbia Innovates Project intends to engage the Offeror in further negotiations with respect to a potential award prior to awarding a subcontract, during which details of the subcontract will be discussed including a review of the budget and work plans proposed by an Offeror. Negotiations conducted after the receipt of a bid do not constitute an obligation on the part of ICT Hub d.o.o. /Serbia Innovates Project to award a subcontract.

Following the negotiation process, ICT Hub d.o.o. /Serbia Innovates Project will request written approval from USAID prior to executing the subcontract if required under the terms of the prime contract. Any resultant subcontract will be subject to the applicable terms and conditions of the Prime Contract for the USAID Serbia Innovates Project. Unsuccessful Offerors will be notified in writing by the Finance and Administration Specialist.

Section 5 – Administration Information

5.1. Contracting Office

The Office is:

ICT Hub d.o.o. /Serbia Innovates Project
10 Kralja Milana
Belgrade, Serbia

5.2. Technical Representative

The ICT Hub d.o.o. The legal Representative is Mr. Kosta Andric, Executive Director (kosta.andric@icthub.rs).

All communication should be copied also to Zorica Milovanovic, Finance and Administration Specialist, at zorica.milovanovic@srbijainovira.rs, and Aleksandra Popovic, Chief of Party at aleksandra.popovic@srbijainovira.rs.

5.3. Paying Office

Invoices should be submitted to:

ICT Hub d.o.o. /Serbia Innovates Project
10, Kralja Milana
Belgrade, Serbia

5.4. Payment

The Subcontractor will be paid upon completion and ICT Hub d.o.o. /Serbia Innovates Project acceptance of project milestones and submitted deliverables. The Subcontractor shall submit invoices in accordance with the subcontract payment schedule. A proper invoice must clearly indicate the following information.

Subcontractor Name and Address
Invoice Date and Invoice Number
Subcontract Number
Description of deliverables for which payment is being claimed
Payment address/bank account number.

Each copy of the invoice shall contain the certification below. An authorized representative of the Subcontractor's organization must sign this certification. Failure to provide the required invoice information will result in the invoice being returned to the Subcontractor for correction.

The undersigned hereby certifies that (1) this voucher and any attachments have been prepared from the books and records of the Subcontractor in accordance with the terms of the purchase order between ICT Hub d.o.o. and Subcontractor, and to the best of my knowledge and belief that they are correct, that the amount claimed is proper and due, that all daily rates claimed are for actual days (or fractions thereof) which have been satisfactorily provided/performed, that other costs claimed are allowable and are actual direct costs incurred in performance of the Subcontract, and have been paid by the Subcontractor, that the quantities and amounts involved are consistent with the requirements of the Purchase order, that all required approvals have been obtained, and (2) appropriate refund shall be made to ICT Hub d.o.o. promptly upon request in the event of disallowance.

(Name, Title, Date)

All taxes of every nature and kind, including occupation, or property taxes, shall be the responsibility of the Subcontractor; and ICT Hub d.o.o. / Serbia Innovates Project, without limitation, franchise, net or gross income, license, shall have no obligation to the Subcontractor therefore. The Subcontractor shall report and pay, as an independent subcontractor, all taxes applicable to amounts received from ICT Hub d.o.o. / Serbia Innovates Project hereunder. However, ICT Hub d.o.o. / Serbia Innovates Project will exempt each pro forma invoice, submitted by the Subcontractor, from VAT (value-added tax).

5.5. Assignment / Delegation

The subcontract may not be assigned or delegated, in whole or in part, by the Subcontractor without the written consent of ICT Hub d.o.o. / Serbia Innovates Project, by which consent shall not be unreasonably withheld. In the absence of such consent, any assignment is void.

Section 6 – Annexes

Annex 1 – Special Award Conditions

M1. ALLOWABLE COSTS (NOVEMBER 2020)

a. The recipient will be reimbursed for costs incurred in carrying out the purposes of this award in accordance with the terms of this award and the applicable cost principles in effect on the date of this award. The recipient may obtain a copy of the applicable cost principles from the Agreement Officer (AO):

b. 2 CFR 200, Subpart E, Cost Principles

48 CFR 31.2 Federal Acquisition Regulations (FAR) and 48 CFR 731.2 USAID Acquisition Regulations (AIDAR) - Cost Principles for Commercial Organizations

b. It is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable cost principles, meaning the costs are (1) reasonable: costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business; (2) allocable: incurred specifically for this award; and (3) allowable: conform to any limitations in this award. The recipient must obtain any prior written approvals from the AO that are required by the applicable cost principles. The recipient may obtain the AO's written determination on whether specific costs not clearly addressed in the applicable cost principles are allowable or allocable. The AO reserves the right to make a final determination on the allowability of costs.

c. USAID will not pay any profit or fee to the recipient or subrecipients of a grant or cooperative agreement. This restriction does not apply to procurements under this award made in accordance with Standard Provision, "Procurement Policies."

d. The recipient must retain documentation to support charges to this award for a period of three years from the date of submission of the final expenditure report in accordance with the Standard Provision, "Accounting, Audit, and Records."

M2. ACCOUNTING, AUDIT, AND RECORDS (NOVEMBER 2020)

a. Records and Accounting. The recipient must maintain financial records, supporting documents, statistical records and all other records, to support performance of, and charges to, this award. Such records must comply with accounting principles generally accepted in the U.S., the cooperating country, or by the International Accounting Standards Board (a subsidiary of the International Financial Reporting Standards Foundation). Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under this award; receipt and use of goods and services acquired under this award; the costs of the program supplied from other sources; and the overall progress of the program. Unless otherwise notified by USAID, the recipient records and subrecipient records that pertain to this award must be retained for a period of three years from the date of submission of the final expenditure report.

b. Audits.

(1) The recipient must have an annual audit, consistent with 2 CFR Part 200, Subpart F, for any recipient fiscal year in which the recipient expends a combined total of \$750,000 or more in all federal awards, either directly or through another contractor or recipient, excluding fixed price contracts.

(i) The audit report must be submitted to USAID within 30 days after receipt of the auditor's report, but no later than nine months after the end of the period audited.

(ii) The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award.

(iii) In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all, or a percentage of, disbursements until the audit is satisfactorily completed.

(2) The recipient is not required to have an annual audit for any recipient fiscal year in which the recipient expends a combined total of less than \$750,000 in all federal awards, either directly or through a prime contractor or recipient, excluding fixed price contracts. However, the recipient must make records pertaining to this award for that fiscal year available for review by USAID officials or their designees upon request.

(3) USAID retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds, regardless of the audit requirement.

c. Subawards and Contracts.

(1) If the recipient provides USAID resources to other organizations to carry out the USAID-financed program and activities, the recipient is responsible for monitoring such subrecipients or contractors. The costs for subrecipient audits for organizations that meet the threshold in paragraph b. are allowable. The costs for subrecipient audits for organizations that do not meet the threshold in paragraph b. are allowable only for the following types of compliance audits: activities allowed or unallowed; allowable costs/cost principles; eligibility; cost share; level of effort; earmarking; and reporting.

(2) This provision must be incorporated in its entirety into all subawards and contracts with non-U.S. organizations that are for more than \$10,000. Subawards of grants and cooperative agreements made to U.S. organizations must state that the U.S. organization is subject to the audit requirements contained in 2 CFR 200, subpart F.

M5. PROCUREMENT POLICIES (JUNE 2012)

The recipient must use its own procurement policies and procedures for the procurement of commodities and services necessary for this award, provided they conform to the requirements listed below and the Standard Provision, "USAID Eligibility Rules for Procurement of Commodities and Services." A procurement is not a subaward, which is an award of financial assistance to carry out the purposes of the program in the form of money, or property in lieu of money, made under an award by a recipient to an eligible subrecipient or by a subrecipient to a lower tier subrecipient. If subawards are authorized under this award, then the recipient must comply with the Standard Provision "Subawards."

a. Procurement Policies and Procedures. The recipient must maintain and conduct all of its procurements according to written policies and procedures for the award and administration of contracts, and ensure that the price is fair and reasonable for all procurements. The recipient may designate a reasonable micro-purchase threshold (e.g., \$2,500) under which more simplified acquisition procedures may apply. The recipient's procurement procedures must provide, at a minimum:

(1) Procurements above the recipient's micro-purchase threshold must be conducted in a manner to provide fair and unbiased competition, including the following:

(i) All responsible sources are permitted to compete in an equal manner.

(ii) Purchase requests must clearly establish all requirements that the bidder or offeror must fulfill in order to be evaluated by the recipient.

(iii) Contracts must be made to the offeror whose offer is responsive to the purchase request and has the most advantageous price, quality, and other factors.

(iv) The recipient is encouraged to use U.S. small businesses whenever practicable.

(2) Where appropriate, the recipient must determine the most economical and practical means by which to accomplish program objectives, including the necessity of the commodities or services, lease or purchase options, and reasonableness of costs.

(3) The recipient must maintain a system for contract administration to ensure that goods and services are provided in accordance with the terms, conditions, and specifications of the contract, including full and timely delivery and performance.

(4) Conflicts of Interest. The recipient must avoid conflicts of interest, including bias and unfair competitive advantage. The recipient's standards of conduct must provide for disciplinary actions for violations of such standards by officers, employees, or agents of the recipient.

(i) Bias. The recipient must ensure that competitions are not biased in favor of one offeror over another. For instance, the recipient, an employee, officer or agent of the recipient, or any member of an employee's immediate family must not receive an award, or have a financial or other interest in the individual or firm selected for an award. The officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subawards. In addition, a contractor that develops or drafts specifications, requirements, statements of work, invitations for bids, and/or requests for proposals must be excluded from competing for such procurements.

(ii) Unfair Competitive Advantage. The recipient must ensure that no potential contractor has unequal access to information that may provide that contractor an unfair competitive advantage. For instance, a potential contractor who has received procurement sensitive information, such as others' offered prices that are not available to all competitors must be excluded from the competition.

(5) The recipient must retain all procurement records related to this award in accordance with the Standard Provision, "Accounting, Audit and Records," and make such records available to USAID upon request. In addition, for awards above the recipient's micro-purchase threshold, the recipient must also retain the following written documentation:

(i) Basis for contractor selection;

(ii) Justification for lack of competition when competitive bids or offers are not obtained; and

(iii) Basis for award cost or price.

(6) The type of procurement instruments used (for example, fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts) must be appropriate for the particular procurement and for promoting the best interest of the program or project. The recipient must not use a "cost-plus-a- percentage-of-cost," "percentage of construction cost," or any other method that provides for a fee payable as a percentage of costs incurred, because such arrangements encourage the contractor to increase costs to increase its fee.

b. For contracts under this award, the recipient must include all provisions required by this award to be included in contracts, any other provisions necessary to define a sound and complete contract, and the following provisions:

(1) Contracts in excess of the recipient's micro-purchase threshold must contain provisions that allow for administrative, contractual, or legal remedies if a contractor violates the contract terms; and

(2) In all contracts for construction or facility improvement awarded for more than \$100,000, the recipient must observe generally accepted bonding requirements.

M6. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020)

a. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.

b. Ineligible and Restricted Commodities and Services:

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

(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 award.

(3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO 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.

c. Source and Nationality:

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award 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 award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID.

d. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.

M7. TITLE TO AND USE OF PROPERTY (DECEMBER 2014)

a. Title to all Property financed under this award vests in the recipient upon acquisition unless otherwise specified in this award.

b. Property means equipment, supplies, real property, and intangible property, each defined individually below, financed under this award or furnished by USAID:

(1) Equipment means tangible nonexpendable personal property (including information technology systems) having a useful life of more than one year, and an acquisition cost of \$5,000 or more per unit. However, consistent with the recipient’s policy, lower limits may be established.

(2) Supplies means tangible personal property excluding equipment. A computing device is a supply if the acquisition cost is less than \$5,000 per unit.

(3) Real Property means land, including land improvements, structures and appurtenances, including permanent fixtures.

(4) Intangible Property includes, but is not limited to, intellectual property, such as trademarks, copyrights, patents and patent applications, and debt instruments, such as bonds, mortgages, leases or other agreements between a lender and a borrower.

c. The recipient agrees to use and maintain all Property for the purpose of this award in accordance with the following procedures:

(1) The recipient must use the Property for the program for which it was acquired during the period of this award, and must not provide any third party a legal or financial interest in the property (e.g., through a mortgage, lien, or lease) without approval of USAID.

(2) When the Property is no longer needed for the program for which it was acquired during the period of this award, the recipient must use the Property in connection with its other activities, in the following order of priority:

(i) Activities funded by USAID, then

(ii) Activities funded by other United States Government (USG) agencies, then (iii) As directed by the Agreement Officer (AO).

d. The recipient must maintain the Property in good condition, have management procedures to protect the Property, and maintain an accurate inventory of all Property. Maintenance procedures must include the following:

(1) Accurate description of the Property, including serial number, model number, or other identifying number, acquisition date and cost, location and condition, and data on the disposition of any Property (date of disposition, sales price, method used to determine current fair market value, etc.), as applicable.

(2) A physical inventory of Property that must be taken, and the results reconciled with the equipment records, at least once every two years during the period of this award.

(3) A control system must be in effect to maintain the Property and ensure adequate safeguards to prevent loss, damage, or theft of the Property. The recipient must maintain appropriate insurance equivalent to insurance the recipient maintains for its own property. Any loss, damage, or theft must be investigated and fully documented, and the recipient must promptly notify the AO. The recipient may be liable where insurance is not sufficient to cover losses or damage.

e. Upon completion of this award, the recipient must submit to the AO a property disposition report of the following types of Property, along with a proposed disposition of such Property.

(1) All equipment that has a per unit current fair market value at the end of this award of \$5,000 or more.

(2) New/unused supplies with an aggregate current fair market value at the end of this award of \$5,000 or more.

(3) Real or intangible property, of any value.

f. The recipient must dispose of Property at the end of this award in accordance with the recipient's property disposition report, unless the AO directs the recipient in writing within 60 days of the AO's receipt of the recipient's property disposition report to dispose of the Property in a different manner. Disposition may include the following:

(1) The recipient may retain title with no further obligation to USAID.

(2) The recipient may retain title, but must compensate USAID for the USAID share, based on the current fair market value of the Property.

(3) The recipient may be directed to transfer title to USAID or a third party, including another implementing partner or the host country government. In such case, the recipient will be compensated for its proportional share of the Property that the recipient financed with its own funds, if any, based on the current fair market value of the Property.

g. The AO may direct, at any time during this award, that title to the Property vests in the USG or a third party, such as the cooperating country. In such cases, the recipient must maintain custody and control of the Property, until directed otherwise, and must allow reasonable access to the Property to the title holder. While in its custody and control, the recipient must follow the provisions above for protection and maintenance of the Property, and provide the AO with an annual inventory of such Property and follow any additional instructions on protection and maintenance as may be provided by the AO.

M10. AWARD TERMINATION AND SUSPENSION (DECEMBER 2014)

a. The recipient or Agreement Officer (AO) may terminate this award at any time, in whole or in part, upon written notice to the other party in accordance with the Standard Provision, "Notices." The termination notice must contain the reason(s) for the termination; the effective

date; and, in the case of a partial termination, the portion to be terminated. If the termination is based on non-compliance, note that this termination decision may be considered in selection for future awards.

b. USAID may suspend this award, in whole or in part, at any time, following notice to the recipient, and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension.

c. In the event the recipient or any of its employees, subrecipients, or contractors are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140, USAID reserves the right to terminate this award, in whole or in part, or take any other appropriate measures including, without limitation, refund or recall of any award amount. Additionally, the recipient must make a good-faith effort to maintain a drug-free workplace and USAID reserves the right to terminate or suspend this award if the recipient materially fails to do so.

d. Termination and Suspension Procedures. Upon receipt of, and in accordance with, a termination or suspension notice from USAID as specified above, the recipient must take immediate action to minimize all expenditures and, in the event of termination, cancel all obligations financed by this award to the greatest extent possible. Except as provided in this provision or as approved in writing by the AO, the recipient is not entitled to costs incurred after the effective date of termination.

e. Within 30 calendar days after the effective date of such termination, the recipient must repay to the U.S. Government all unexpended USAID funds as of the effective date of termination, which are not otherwise obligated by a non-cancelable legally binding transaction applicable to this award.

f. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover legally binding obligations to third parties by the recipient, the recipient may submit to USAID within 90 calendar days after the effective date of a termination a written claim covering such recipient obligations. The AO must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with this provision and the Standard Provision, "Allowable Costs."

g. The recipient must, to the greatest extent possible, include a provision in all subawards, including subawards and contracts, affording the recipient the right to terminate the subaward in the event USAID terminates this award, including the refund requirement in paragraph c.

M11. RECIPIENT AND EMPLOYEE CONDUCT (JUNE 2018)

a. The recipient must have written policies and procedures in place to prevent personal conflicts of interest and to prevent its officers, employees, or agents from using their positions for personal gain or presenting the appearance of a personal conflict of interest. A personal conflict of interest is a situation in which an officer, employee, or agent of the recipient has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially when performing under the award. The recipient's written policy must state that an employee, officer, or agent of the recipient, or any member of an employee's immediate family cannot receive a subaward, or have a financial or other interest in the entity selected for a subaward without disclosing the conflict and following the recipient's written policies and procedures for mitigating the conflict. In addition, the written policy must state that the officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or prospective subrecipients.

b. The recipient, its employees, and consultants are prohibited from using U.S. Government information-technology systems (such as Phoenix, GLAAS, etc.), must be escorted to use U.S. Government facilities (such as office space or equipment), and may not rely on assistance from

any U.S. Government clerical or technical personnel in the performance of this award, except as otherwise provided in this award.

c. The recipient, its employees, and consultants are private individuals, are not employees of the U.S. Government, and must not represent themselves as such.

d. The following requirements in this provision apply to the recipient's employees who are not citizens of the cooperating country.

(1) If the recipient's employees enjoy exemptions from import limitations, customs duties or taxes on personal property in connection with performance of this award, the sale of such personal property is governed by the rules contained in 22 CFR 136, including a prohibition from profiting from such sale, except as this may conflict with host-government regulations.

(2) Any outside business dealings of the recipient's employees must be legal and not conflict in any manner with this award. Outside business dealings include, but are not limited to, any investments, loans, employment, or business ownership by the recipient's employees, other than work to be performed under this award.

e. As part of the recipient's internal controls and standards of employee conduct, the recipient must ensure that its employees adhere to these standards of conduct in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary-General's Bulletin - Special measures for protection from sexual exploitation and sexual abuse (ST/SGB/2003/13).

f. If the recipient determines that the conduct of any recipient employee is not in accordance with this provision or this award, the recipient's Chief of Party must coordinate with the Agreement Officer and the USAID Mission Director to resolve the situation with regard to such employee including, if necessary, termination of the employee. In the case of termination of a non-host country national, the recipient must use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

g. The parties recognize the rights of the U.S. Chief of Mission to direct the removal from a country of any U.S. citizen, or direct the discharge from this award of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the U.S. Chief of Mission, it is in the best interest of the United States.

h. If it is determined, under paragraph (f) or (g) above, that the services of such employee should be terminated, the recipient must use its best efforts to cause the return of such employee to the United States, or third-country point of origin, as appropriate, and replace the employee with an acceptable substitute at no cost to USAID.

g. The substance of this provision, including this paragraph g., must be included in all subawards. Any matters relating to subrecipients, including the employees of subrecipients, must be coordinated through the recipient's Chief of Party.

M12. DEBARMENT AND SUSPENSION (JUNE 2012)

a. The recipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the System for Award Management (SAM) (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 recipient has any questions about listings in the system, these must be directed to the Agreement Officer.

b. The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. USAID may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision. Although doing so is not automatic, USAID may terminate this award if a recipient 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 recipient’s response to the situation and any additional information submitted—when USAID determines its response.

c. The recipient must notify the Agreement Officer immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:

- (1) Are presently excluded or disqualified from doing business with any U.S. Government entity;
- (2) Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;
- (3) Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph c. (2); or
- (4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.

d. Principal means—

- (1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- (2) 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.

e. The recipient must include this provision in its entirety except for paragraphs c. (2)-(4) in any subawards or contracts entered into under this award.

M14. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)

a. In carrying out activities under this award, except as authorized by a license issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury, the recipient 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/SDNList/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 USAID.

M15. TRAFFICKING IN PERSONS (April 2016)

a. The recipient, 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 award;
- (2) Procurement of a commercial sex act during the period of this award; (3) Use of forced labor in the performance of this award;
- (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;

- ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless: a) exempted from the requirement to provide or pay for such return transportation by 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;
 - iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - iv. Charging employees recruitment fees; or
 - v. Providing or arranging housing that fails to meet the host country housing and safety standards.
- b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, 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).
- c. If the estimated value of services required to be performed under the award outside the United States exceeds \$500,000, the recipient must submit to the Agreement Officer, the annual “Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013” as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. The recipient must provide a copy of the compliance plan to the Agreement Officer upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.
- d. The recipient’s compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:
- (1) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.
 - (2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.
 - (3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - (4) A housing plan, if the recipient or any subawardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.
 - (5) Procedures for the recipient to prevent any agents or subawardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or subawardee or subawardee employees that have engaged in such activities.
- e. If the Recipient receives any credible information regarding a violation listed in section a (1)-(4) of this provision, the recipient must immediately notify the cognizant Agreement Officer and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.
- f. The Agreement Officer may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.

g. For purposes of this provision, “employee” means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.

h. The recipient must include in all subawards and contracts a provision prohibiting the conduct described in section a (1)-(4) by the subrecipient, contractor, or any of their employees, or any agents. The recipient must also include a provision authorizing the recipient to terminate the award as described in section b of this provision.

M17. 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 recipient must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient 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 recipients 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 recipient 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.

M20. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013) LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.

b) Construction means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.

c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.

d) Description

[Type of construction and location(s)]

e) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.

M24. 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 recipient requires any of its employees or subrecipients to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that recipient employees or subrecipients sign at the behest of a federal agency.

“Subaward” has the meaning given in 2 CFR Part 200.

“Subrecipient” has the meaning given in 2 CFR Part 200.

(b) The recipient must not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, 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 recipient must notify current employees and subrecipients 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 recipient is not in compliance with the requirements of this provision.

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

M25. CHILD SAFEGUARDING (June 2015)

(a) Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award 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).

(c) The following definitions apply for purposes of this provision:

(1) Child: A child or children are defined as persons who have not attained 18 years of age.

(2) Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.

(3) Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of

harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.

(4) Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.

(5) Emotional abuse or ill treatment: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.

(6) Exploitation: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.

(7) Neglect: Constitutes failure to provide for a child's basic needs within USAID funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.

(d) The recipient must insert the provisions in (a) and (b) in all subawards under this award.

M27. NONDISCRIMINATION AGAINST BENEFICIARIES (November 2016)

(a) USAID policy requires that the recipient not discriminate against any beneficiaries in implementation of this award, 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 award. 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 recipient to target activities toward the assistance needs of certain populations as defined in the award.

(b) The recipient must insert this provision, including this paragraph, in all subawards and contracts under this award.

M28. CONFLICT OF INTEREST (August 2018)

a. A conflict of interest in the award, administration, or monitoring of subawards arises when an 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 subrecipients 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 recipient 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 standards must prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a conflict of interest.

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 recipient must have a system or systems in place to identify, address, resolve, and disclose to USAID any conflicts of interest as described in this provision that affect any subaward, regardless of the amount funded under this award.

e. The recipient must disclose any conflict of interest and the recipient's approach for resolving the conflict of interest to the cognizant Agreement Officer for the award within 10 calendar days of the discovery of the conflict of interest.

f. Upon notice from the recipient of a potential conflict of interest and the approach for resolving it, the Agreement Officer will make a determination regarding the effectiveness of the recipient's actions to resolve the conflict of interest within 30 days of receipt of the recipient's notice, unless the Agreement Officer advises the recipient that a longer period is necessary.

g. The recipient cannot request payment from USAID for costs for transactions subject to the conflict of interest pending notification of USAID'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 recipient must follow 2 CFR 200.318, general procurement standards.

M29. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUGUST 2020)

a. The Recipient is prohibited from using grant funds, including direct and indirect costs, program income, and any cost share to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

b. Telecommunication costs and video surveillance costs incurred for telecommunications and video surveillance services and equipment such as phones, internet, video surveillance, and cloud servers are allowable except for those referenced in paragraph a. above.

c. Definitions. The terms used in this provision have the following meanings:

(1) "Covered telecommunication equipment or services" as defined in Pub. L. 115- 232, Section 889, means any of the following:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

ii. 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).

iii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iv. 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.

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

(3) "Telecommunications costs" as defined in 2 CFR 200.1 means the cost of using communication and telephony technologies such as mobile phones, land lines, and internet.
d. This provision must be incorporated into all subawards.

Certification of Offeror

By signing below the Offeror provides certifications and assurances for the all provisions above.

RFP No. _____
Quote No. _____
Date of Proposal _____
Name of Offeror _____
Typed Name and Title _____
Signature _____
Date _____

Annex 2

TECHNICAL PROPOSAL FORM (Cover letter)

| | |
|---|--|
| RFP Title and Number | RFP-2024-04 Service of coordinating advocacy activities aimed at advancing the regulatory framework for conducting business in the field of Web3 in the Republic of Serbia and aligning it with the EU regulatory framework |
| Full legal name of Offeror (business name): | |
| Acronym (where applicable): | |
| VAT registration number (where applicable): | |
| Taxpayer Identification Number | |
| Date of registration: | |
| Unique Identifier Number | |
| The legal status of the organization | |
| Official address: | |
| Postal address: | |
| Contact person: | |
| Telephone number: | |
| Fax number: | |
| E-mail address: | |
| Website: | |
| Total revenue for 2021 financial year | |
| Total revenue for 2022 financial year | |

Head of organization:

Date _____ Signature _____

1. Executive Summary

Provide a brief description of the scope of services to be provided by the Offeror (including the title, duration, and the total budget).

2. Technical Proposal

Part 1: Technical Approach, Methodology and Draft Detailed Work Plan

Part 2: Management, Personnel, and Staffing Plan

Part 3: Corporate Capabilities, Experience, and Past Performance

3. Cost Proposal

A. Cost Summary

All cost price proposals must be presented in USD. All prices should be net of VAT.

| Service of coordinating advocacy activities aimed at advancing the regulatory framework for conducting business in the field of Web3 in the Republic of Serbia and aligning it with the EU regulatory framework | | | |
|--|-------|-------|---------------|
| Deliverables | Items | Costs | Justification |
| Deliverables 1 | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| <i>Subtotal 1</i> | | | |
| Deliverables 2 | | | |
| | | | |
| | | | |
| <i>Subtotal 2</i> | | | |
| Deliverables 3 | | | |
| | | | |
| | | | |
| | | | |
| <i>Subtotal 3</i> | | | |
| Deliverables 4 | | | |
| | | | |
| | | | |
| <i>Subtotal 4</i> | | | |