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Acquisition & Assistance Policy Directive (AAPD)

From the Director, Office of Acquisition & Assistance Effective: **June 1, 2020**

AAPD 18-03 (Revised 01)

Strengthening Prevention of Sexual Exploitation and Abuse in the Partner Community

(revised AIDAR 752.7013, USAID Contractor-Mission Relationship)

Subject Category: Acquisition Management

Type: POLICY

AAPDs provide information of significance to all agency personnel and partners involved in the Acquisition and Assistance process. Information includes (but is not limited to): advance notification of changes in acquisition or assistance regulations; reminders; procedures; and general information. Also, AAPDs may be used to implement new requirements on short-notice, pending formal amendment of acquisition or assistance regulations.

AAPDs are EFFECTIVE AS OF THE ISSUED DATE unless otherwise noted in the guidance below; the directives remain in effect until this office issues a notice of cancellation.

This AAPD: Is New Replaces/ Amends AAPD 18-03

Applicable to:

- Existing awards; Modification required
- No later than
- As noted in guidance below*
- All applicable RFPs and new awards issued after the effective date of this AAPD.
- Other

Precedes change to:

- AIDAR Part(s) 752.7013
- USAID Automated Directives System (ADS) Chapter
- Code of Federal Regulations
- Other
- No change to regulations

New or Revised Provision/Clause Provided Herein: If checked, scheduled update to GLAAS:

/s/

Deborah Broderick, Acting Senior Procurement Executive

1. PURPOSE:

This AAPD Revision 1 extends the applicability of the deviated regulatory text from AIDAR clause 752.7013, Contractor-Mission Relations, without changes, following approval of a class deviation (M/OAA-DEV-AIDAR-20-03c). The deviation is effective from June 1, 2020 until May 31, 2022 unless rescinded, extended, or the AIDAR is formally revised through rule-making, whichever occurs first.

Required Action:

COs must include the revised clause at 752.7013 in all solicitations and resulting contracts involving performance overseas.

Mandatory Reporting to the Office of Inspector General (OIG):

If the contractor informs the CO about a contractor employee's misconduct per the revised clause at 752.7013, the CO must report the incident to the Office of Inspector General as specified in section 3 below.

2. BACKGROUND:

On February 16, 2018, the USAID Administrator reaffirmed zero tolerance for sexual misconduct, abuse and fraud. On March 7, 2018 the Administrator established the Action Alliance for Preventing Sexual Misconduct (AAPSM) to among other things, strengthen protections for beneficiaries and help partners institute a culture of accountability to effectively root out alleged abusers within their organizations. As the first step in this process the AAPSM recommended revisions to existing AIDAR clause at 752.7013 "Contractor-Mission Relationship" and the mandatory standard provisions for Assistance awards entitled "Recipient and Employee Conduct" and "Regulations Governing Employees".

AAPD 18-03 was issued on June 1, 2018 and expires on May 31, 2020. This revised AAPD extends the content of the original AAPD with no changes in policy.

3. GUIDANCE:

The clause at 752.7013 puts USAID contractors on notice that the contractor employee conduct in the Cooperating Country must be fully commensurate with the responsibilities associated with the implementation of the Foreign Assistance Programs. This means that all contractor employees must conduct themselves in a professional manner, which includes protecting beneficiaries from sexual abuse and exploitation by contractor staff. Since local norms of employee conduct may vary from country to country, to ensure consistency, the revised clause clarifies that USAID contractors must behave in a manner consistent with the following six (6) standards, published on October 9, 2003 by the United Nations Secretary-General's Bulletin – Special measures for protection from sexual exploitation and sexual abuse (ST/SGB/2003/13¹):

(a) Sexual exploitation and sexual abuse constitute acts of serious misconduct and are therefore grounds for disciplinary measures, including summary dismissal;

(b) Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defense;

¹ <https://oios.un.org/resources/2015/01/ST-SGB-2003-13.pdf>

(c) Exchange of money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior, is prohibited. This includes any exchange of assistance that is due to beneficiaries of assistance;

(d) Sexual relationships between United Nations staff and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of the United Nations and are strongly discouraged;

(e) Where a United Nations staff member develops concerns or suspicions regarding sexual exploitation or sexual abuse by a fellow worker, whether in the same agency or not and whether or not within the United Nations system, he or she must report such concerns via established reporting mechanisms;

(f) United Nations staff are obliged to create and maintain an environment that prevents sexual exploitation and sexual abuse. Managers at all levels have a particular responsibility to support and develop systems that maintain this environment.

Should the mission be notified of a contractor employee's misconduct per the revised clause at 752.7013, the Contracting Officer must immediately report the case to the OIG as follows:

Online:	https://oig.usaid.gov/content/oig-hotline
Email:	ig.hotline@usaid.gov
Mail:	U.S. Agency for International Development Office of Inspector General P.O. Box 657 Washington, DC 20044-0657
Telephone:	1-800-230-6539 or 202-712-1023
Fax:	202-216-3801

4. POINTS OF CONTACT:

COs may direct their questions about this AAPD to the A&A Policy Mailbox at <https://pages.usaid.gov/M/OAA/aa-policy-mailbox>.

Attachment 1 – AIDAR DEVIATION TEXT

Added or revised language is in **bold**

AIDAR 731.7013 CONTRACTOR-MISSION RELATIONSHIPS.

(M/OAA-DEV-AIDAR-20-03c)

For use in all contracts **that involve** performance overseas. Note that paragraph (f) of this clause is applicable only in contracts with an educational institution.

CONTRACTOR-MISSION RELATIONSHIPS (JUNE 2018)

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility which this entails. **This responsibility includes the Contractor ensuring that employees act 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).**

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, **the Mission Director** is responsible for both the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract, and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it **must** be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party **must** keep the Mission Director currently informed of the progress of the work under the contract.

(c) **If the Contractor determines that** the conduct of any employee is not in accordance with the preceding paragraphs, the Contractor's Chief of Party **must** consult with the **USAID contracting officer and the Mission Director** and the employee involved and **must** recommend to the Contractor a course of action with regard to such employee.

(d) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any **individual (U.S., third-country, or cooperating-country national)** when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute **must** be at no cost to USAID.

(e) If it is determined, **under paragraphs (c) and (d) above**, that the services of such employee **must** be terminated, the Contractor **must** use its best efforts to cause the return of such employee to the United States or **third country** point of origin as appropriate.

[The following paragraph (f) is applicable if the contract is with an educational institution:]

(f) It is understood by the parties that the Contractor's responsibilities **must** not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor's employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not to interfere in its internal political affairs.

(End of clause)