

THE PENNSYLVANIA STATE UNIVERSITY  
University Park, Pennsylvania

**Reference:** Sponsor: U.S Agency for International Development  
Agreement No.: 7200AA21LE00005  
PI: David Hughes  
Log No.: 249803  
Attachments: A: 52.222-50 Combating Trafficking in Persons Policy (see C.20.b)  
B: USAID C-20 Combating Trafficking Clause (April 2016)  
C: Program Anti-Trafficking Compliance Plan

**ACCEPTANCE OF PROVISIONS**

The undersigned faculty, staff, and graduate students, as a condition of working on the project referenced above, hereby acknowledge that they have read and understood the following:

The University has determined that violations of any of the restrictions set forth in 52.222-50 Combating Trafficking in Persons Policy, are inconsistent with the University's Guiding Principles for the Responsible Conduct of Research outlined in RPG 01. **In the event a violation occurs, the University, by and through its Vice President for Research, its Office of Ethics and Compliance Office, Office of Human Resources, and/or other designated offices and/or representatives, may take any necessary actions to remedy the violation, including, possible termination of employment, reduction in benefits, removal from the project, or any other actions as required under the regulations.** In compliance with applicable contract provisions, the University will provide the sponsor and/or federal regulators with all required notices in connection with any allegations of employee or institutional violation of the regulations.

In addition, the undersigned faculty, as a condition of working on the project referenced above, hereby acknowledges that this project is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or for services to be performed outside the United States; and has an estimated value that exceeds \$500,000. As a result, the University has developed and will implement a project specific compliance plan in accordance with section (d) of the contract terms and/or governing regulations. A copy of the University Compliance Plan is also attached to this sign-off.


As part of the acceptance of this non-standard provision, and in furtherance of effective and efficient implementation of this required Compliance Plan, as attached, **the undersigned faculty, as the named project Principal Investigator, shall be responsible for the following action items:**

1. To read, acknowledge and accept in writing, via signature of this sign-off, the terms of the Compliance Plan as attached;
2. To provide to all University project personnel (all personnel charged to or otherwise working on the project, including any students and/or volunteers) a copy of the Compliance Plan via email or via delivery of a personal hard copy;
3. To require all University project personnel to complete online Anti-trafficking awareness training as provided or referenced in the Compliance Plan;
4. To post the Compliance Plan at the Lab [website](#);
5. To provide the Compliance Plan to all project sub-recipients and require their confirmation in writing (email confirmation of receipt shall suffice) of their receipt of the Compliance Plan and their acknowledgement of the sub-recipient's obligations to abide by and/or implement, as necessary, the terms of the Compliance Plan as it may apply to their project performance efforts; and,
6. To assist the Office of Ethics and Compliance with any and all required investigations resulting from any reported or suspected violations of the terms of the governing federal regulations and/or the Compliance Plan.

If additional personnel are added to the project at a later date, their signatures must be obtained on this or a similar form.






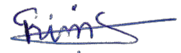

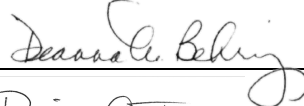

Completed forms are to be forwarded to the Office of Sponsored Programs.

The undersigned University Faculty, as Principal Investigator, hereby agrees to abide by the provisions of this agreement and serve as point-of-contact for the implementation of the required Compliance Plan, as attached:

Name (Typed or Printed)	Signature	Date
<u>David Hughes</u> Principal Investigator	<u></u>	<u>9/30/2021</u>



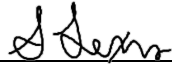


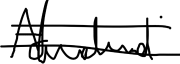
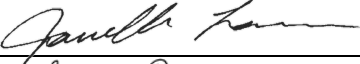
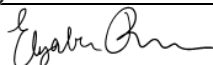


**University Project Participants:**

All University Project Participants, as signatories below, acknowledge that they have received a copy of the required University Compliance Plan to combat human trafficking, that they are aware of their obligations to comply with the terms of the Compliance Plan in the performance of their efforts under this Project, and that they have or will complete the online video awareness training required in the Compliance Plan.

Name (Typed or Printed)	Signature	Date
<u>Melissa Ishler</u>	<u></u>	<u>9/29/2021</u>
<u>Bipana Paudel Timilsena</u>	<u></u>	<u>9/29/2021</u>
<u>Mercyline Tata</u>	<u></u>	<u>9/30/2021</u>
<u>Annalyse Kehs</u>	<u>ANNALYSE KEHS</u>	<u>09/30/2021</u>
<u>Peter McCloskey</u>	<u></u>	<u>September 30, 2021</u>
<u>Frank Doyle</u>	<u></u>	<u>09/30/2021</u>
<u>Fei Jiang</u>	<u>Fei Jiang</u>	<u>9/30/2021</u>
<u>Rimnoma Serge Ouedraogo</u>	<u></u>	<u>September 30, 2021</u>
<u>Derek Morr</u>	<u></u>	<u>10/1/2021</u>
<u>Deanna Behring</u>	<u></u>	<u>10/01/2021</u>
<u>Paige Castellanos</u>	<u></u>	<u>10/01/201</u>

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<b>Name (Typed or Printed)</b>	<b>Signature</b>	<b>Date</b>
Ty Butler		10/01/2021
Mihail Kantor		05/08/2023
Sarah Lexon		06/12/2023
Kate Ott		06/12/2023
Winnie Onyango		06/14/2023
Edward Amoah		06/14/2023
Janelle Larson		6/14/2023
Elizabeth Ransom		06/14/2023
Faith Aroni		06/15/2023
Edwin G. Rajotte		6/15/23

attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate,” as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

- (2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

[END OF PROVISION]

## **C20. 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](mailto: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.

[END OF PROVISION]

**C21. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012)**

- a. Submissions to the Development Experience Clearinghouse (DEC).
  - 1) The recipient must provide the Agreement Officer’s Representative one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published.
  - 2) In addition, the recipient must submit Intellectual Work, whether published or not, to the DEC, either on-line (preferred) or by mail. The recipient must review the DEC Web site for submission instructions, including document formatting and the types of documents to submit. Submission instructions can be found at: <http://dec.usaid.gov>.
  - 3) For purposes of submissions to the DEC, Intellectual Work includes all works that document the implementation, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
  - 4) Each document submitted should contain essential bibliographic information, such as 1) descriptive title; 2) author(s) name; 3) award number; 4)

**The Pennsylvania State University- USAID Program -  
*Feed the Future Innovation Lab for  
Current Emerging Threats to Crops (CETC IL)*  
Anti-Trafficking Compliance Plan**

**Background and Purpose:**

The Pennsylvania State University (the "University") is committed to the protection of human rights and human dignity in the operation of its global programs, efforts and activities. In furtherance of this commitment and as part of the University's ongoing commitment to its ethical and regulatory compliance obligations, the University has developed this Anti-Trafficking Compliance Plan ("Plan") for the above titled USAID effort (the "Program") in accordance with the U.S. Government's zero-tolerance policy regarding trafficking in persons by government contractors and award recipients, as set out in the Federal Acquisition Regulation (FAR) Subpart 22.1703(a) and 52.222-50(h), and in USAID Standard Provision C20 Trafficking in Persons for U.S. Nongovernmental Organizations. This Plan is designed to prevent any prohibited activities identified in the FAR and/or C20 terms and to provide a vehicle for the implementation of similar preventative efforts by Program sub-recipients, including, as appropriate, the ability for the University to monitor, detect, and terminate any subcontract, sub-recipients or subcontractor/sub-recipient employees engaging in prohibited activities.

The purpose of the Plan is to comply with all applicable University policies and procedures, to implement required government compliance efforts, and to outline specific Program procedures for:

1. Informing Program employees of the conduct prohibited under applicable Anti-Trafficking Policy and the Protections Against Trafficking in Persons provisions and the actions that may be taken against employees for violations;
2. Employing fair recruitment, wage, and housing practices throughout the Program; and,
3. Prohibiting trafficking activity by suppliers, subcontractors and sub-recipients, and monitoring, detecting, and terminating those who engage in such activities.

**Applicability:**

This plan sets out the baseline standards for anti-trafficking compliance and applies presumptively to all U.S. Government contracts, subcontracts, cooperative agreements, awards and sub-awards associated with the Program. However, it may need to be adapted or modified for projects that are larger, more complex, or involve greater risk of trafficking activity. As the Program qualifies as an award with an estimated value of \$500,000 or more and that involves activities outside the U.S. (a "Qualifying Program"), the University has developed this specific Plan to ensure that it is appropriate to the size and complexity of the applicable USAID award and with the nature and scope of the activities to be performed by University and its sub-recipients under the Program.

The scope of the Plan includes the operations and activities of the University Program participants, including specifically the Program Principal Investigator (David Hughes) as well as those subawards and agents performing any effort on this award. The subawards included in this Plan are identified specifically in the chart below:

Subaward Title	Subaward Recipient	Lead Contact	Email Contact	Location
Current and Emerging Threats to Crops Innovation Lab (CETC IL)	International Maize and Wheat Improvement Center (CIMMYT)	David Hodson		Mexico
Current and Emerging Threats to Crops Innovation Lab (CETC IL)	International Potato Center (CIP)	Dr. Jan Kreuze		Lima, Peru
Current and Emerging Threats to Crops Innovation Lab (CETC IL)	Dream Team Agro Consultancy Limited	Dr. John Chelal	johnchelal@gmail.com	Eldoret, Kenya
Current and Emerging Threats to Crops Innovation Lab (CETC IL)	International Centre of Insect Physiology and Ecology (ICIPE)	Dr. Sevgan Subramanian		Nairobi, Kenya
Current and Emerging Threats to Crops Innovation Lab (CETC IL)	iDE Global	Dr. Luke Colavito		Colorado, USA
Current and Emerging Threats to Crops Innovation Lab (CETC IL)	Environment and Agriculture Research's Institute (INERA)	Dr. Alizeta Sawadogo		Ouagadougou, Burkina Faso
Current and Emerging Threats to Crops Innovation Lab (CETC IL)	Massachusetts Institute of Technology (MIT)	Dr. Alan Edelman		Cambridge, MA, USA
Current and Emerging Threats to Crops Innovation Lab (CETC IL)	Michigan State University (MSU)	Dr. Karim Maredia		East Lansing, MI, USA
Current and Emerging Threats to Crops Innovation Lab (CETC IL)	University of Maryland Eastern Shores	Dr. Stephan Tubene		Princess Anne, MD, USA



Current and Emerging Threats to Crops Innovation Lab (CETC IL)	Zamorano University	Dr. Arie Sanders		Francisco Morazan, Honduras, C.A
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**Employee Awareness Program:**

In adopting this plan and in the implementation of the compliance program requirements it outlines, the Program is committed to the operation of the Program in a manner that reflects acceptable best practices to limit or prohibit any trafficking-related activities. This Plan also describes the actions that the University, and in particular the Program, may take against employees and agents who violate the terms of this Plan, and sets out the procedure for reporting and investigating violations of Plan requirements.

The Program will post this Plan on its website (<https://plantvillage.psu.edu/>) for external purposes, where it can be accessed by all Program personnel at any time.

Upon initial adoption, all University Program personnel will be notified of the Plan via an email to all University Program participants containing a link to the Plan with instructions on how to access and review it. Thereafter, the Program will send annual email reminders to all University Program personnel directing them to review the Plan at the Program website and summarizing any Plan revisions and/or updates. For non-University Program personnel, in particular any sub-recipient personnel, it shall be the duty of the sub-recipient Lead Contact to ensure that proper notification to sub-recipient personnel is provided, including initial notification as to the availability of the Plan and any annual reminders.

All new University Program personnel will be required to read and acknowledge the Plan at the time of hire. In addition, all University Program personnel must complete an on-line training awareness program that includes basic information about combating human trafficking, including how to report any potential human trafficking which becomes known to Program personnel. General awareness training videos are provided on the Homeland Security Website and include basic awareness training (<https://www.dhs.gov/blue-campaign/tools>) and more detailed training for specialized groups (<https://www.dhs.gov/blue-campaign/awareness-training>). For non-University Program personnel, in particular any sub-recipient personnel, it shall be the duty of the sub-recipient Lead Contact to ensure that proper awareness training for sub-recipient personnel is provided, including as desired access to any of the Homeland Security training materials referenced in this Plan.

Upon request, the University may also conduct specialized training on the Anti-Trafficking Provisions and this Plan on an as-needed basis.

**Recruitment and Wage Plan:**

The University and in particular the Program strictly prohibits the use of any misleading or fraudulent recruitment practices during the recruitment of employees or offering of employment to employees. Program employers, including all sub-recipients employing personnel, must fully and accurately disclose, in a format and language accessible to the employee, all key terms and conditions of employment, including wages and benefits, work location, living conditions, housing and associated costs (where provided or arranged by the Program or Program sub-recipient), any and all significant costs to be

charged to the employee, and, if applicable, any hazards associated with the performance or nature of the work to be performed by the employee.

This Program, including the operations of all sub-recipients, prohibits the use of recruiters that do not have trained employees, or that do not comply with all labor laws of the country where the recruitment takes place.

This Program, including the operations of all sub-recipients, prohibits charging recruitment fees to any employee.

The Program, including the operations of all sub-recipients, will pay to all employees, associated with its award and any and all sub-awards, wages that meet applicable host-country legal requirements, or will explain any variance in writing prior to hire of any employees whose wages do not meet such requirements.

Where and as strictly required by law or contract, the Program, including any sub-recipient employers, will provide to covered employees an employment contract, recruitment agreement or other required work document, written in a language the employee understands, containing all required information about the terms of conditions of employment, which may include, by way of example, the work

description, wages, work location, living accommodations and associated costs, time off, transportation arrangements, grievance process, the content of applicable laws and regulations prohibiting trafficking in persons, and the prohibition on recruitment fees. If any Program employee must relocate to perform the work, the Program, or the responsible sub-recipient employer, will provide the required work document at least five (5) days prior to relocation.

The Program, including the operations of all sub-recipients, prohibits destroying, concealing, confiscating or otherwise denying any employee access to his or her identity or immigration documents.

The Program, or the responsible sub-recipient employer, will provide or pay the cost of return transportation at the end of employment for any employee who is not a national of the country where the work took place and was brought into that country by the Program, or by any responsible subrecipient employer, for purposes of working on a covered U.S. Government contract or award. The Program, or the responsible sub-recipient employer, will provide or pay the cost of return transportation at the end of employment for any employee who is not a U.S. national and was brought into the U.S. for purposes of working on a covered U.S. Government contract or award, if payment of such costs is required under existing temporary work programs or pursuant to a written agreement with the Worker for portions of contracts and awards performed outside the U.S.

**Housing Plan:**

In situations where The Program, or a responsible sub-recipient employer, provides housing to employees, the housing will meet host country housing and safety standards.

**Reporting Requirements and Procedure:**

All Program personnel, including any personnel of a Program sub-recipient, are required by this Plan to report any suspected trafficking-related activity or any suspected violation of this Plan. Such reporting may be made, without fear of retaliation, to the University Office of Ethics and Compliance, which can be contacted by phone at 814-867-5088 or via email to [psoc@psu.edu](mailto:psoc@psu.edu). In addition, reporting as required under this Plan may be made through the Penn State Hotline by phone at 1-800-560-1637 or on line at <https://psuethicsandcompliance.tnwreports.com>. Reports made via the Penn State Hotline may be made anonymously.

Program personnel and subcontractor personnel who believe they or others have been subjected to prohibited trafficking-related activities must report the activity as outlined above, and may also contact the Global Human Trafficking Hotline at 1-844-888-FREE or help@befree.org.

The Program strictly prohibits retaliation against any person who reports prohibited trafficking-related activity or other violations of this policy, or who cooperates with any internal or government investigations of such reports. University personnel making required reports under this Plan, if made in good faith, will be protected from retaliation in accordance with University Policy AD67. The reporting channels above are available to all Program personnel, including personnel of responsible sub-recipient employers, and it is the anticipation of the University that the personnel of responsible sub-recipient employers will also be protected from retaliation consistent with the protections provided to University personnel. Any Program personnel, including any personnel of a Program sub-recipient, who engages in any form of retaliation against those who report prohibited trafficking-related activities or other violations of this policy are subject to disciplinary action, up to and including termination of employment and/or termination of the sub-recipient or contractor relationship.

The Program will also undertake reasonable effort to identify and address on an ongoing basis, any violations of the requirements of FAR 22.1703(a) and/or this Plan. Such efforts may include conducting spot checks on past Program expenditures to detect any questionable activities and/or irregularities. If any questionable activities or irregularities are found, the Program will notify the Office of Ethics and Compliance of the detected questionable activities and/or irregularities and conduct appropriate remediation actions. In addition to the above, in the event of the receipt of credible information alleging violation of FAR 22.1703(a), The University will:

- notify the Program USAID Agreement Officer Representative (AOR) and the agency Inspector General of the specific nature of the activity, including specific remedial actions taken, and
- take appropriate corrective and preventive action, up to and including dismissal of Program employees and terminations of contracts with sub-recipients, suppliers, and agents.

#### **Investigations:**

Upon receiving a report, the Office of Ethics and Compliance will conduct a timely investigation, to the extent practicable, to determine whether a violation of the federal anti-trafficking requirements or this Plan has occurred. In consultation with the Office of General Counsel, Office of Ethics and Compliance will prepare a report of its findings and will provide that report to appropriate University and Program personnel for further decision making.

If the Office of Ethics and Compliance determines at any time that there is credible information indicating that FAR 22.1703(a) may have been violated, the Office of Ethics and Compliance will inform the University Vice President for Research. The Vice President for Research will take appropriate steps to comply with federal law, including, but not limited to, notifying the Program USAID AOR and the agency Inspector General.

Program personnel, including any personnel of a Program sub-recipient, will cooperate fully with any U.S. Government agencies responsible for any investigations, audits, or corrective actions relating to trafficking in persons, including, but not limited to, providing timely and complete responses to document requests, and providing reasonable access to Program facilities and staff.

The Program, including any responsible sub-recipient employer, will protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and will not prevent or hinder these employees from cooperating fully with U.S. Government authorities.

**Posting:**

This Plan will be posted and made publicly available on the following external website:

<https://plantvillage.psu.edu/>. The Program, including all Program sub-recipients, will also post this Plan at all fixed workplaces, excluding any locations where work is being performed in the field or in an otherwise undefined or non-permanent location.