

TEMPLATE FOR REVISED GRANT AGREEMENTS

**GRANT AGREEMENT
BETWEEN THE
BROADCASTING BOARD OF GOVERNORS AND
GRANTEE**

This Grant Agreement (“Agreement”) is between the Broadcasting Board of Governors (hereinafter “BBG”) and **Grantee** (hereinafter “Grantee”), a nonprofit organization incorporated in _____. BBG enters into this Agreement under the authority provided by the U.S. International Broadcasting Act of 1994, as amended, 22 U.S.C. §§ 6201 et seq. (the “International Broadcasting Act”) and BBG’s appropriation and authorization acts for the current fiscal year.

WHEREAS, BBG is the United States Government agency responsible for non-military U.S. Government-funded international broadcasting pursuant to the authorities set forth in the International Broadcasting Act;

WHEREAS, the purpose of the activities supported by the International Broadcasting Act is to “promote the right of opinion and expression, including the freedom ‘to seek, receive, and impart information and ideas through any media and regardless of frontiers,’ in accordance with Article 19 of the Universal Declaration of Human Rights;” Id. § 6201 (1)

WHEREAS, BBG’s mission is “to promote freedom and democracy and enhance understanding through multimedia communication of accurate, objective, and balanced news, information and other programming about America and the world to audiences overseas;”

WHEREAS, in furtherance of this mission and as authorized by the International Broadcasting Act, BBG makes and supervises a grant to **Grantee** for broadcasting and related activities in order to provide news and information to countries that have limited or no access to free press and media, and, in furtherance thereof, BBG has decided to make a grant for these purposes pursuant to the terms and conditions stated herein; and

WHEREAS, BBG believes that it would be in the interests of United States international broadcasting and the BBG mission to take advantage of the operational independence and flexibilities of its private nonprofit grantees, while giving due consideration to the requirements of the International Broadcasting Act and other federal laws and regulations that are applicable to federal grantees, including the statutory requirement that duplication of language services and technical operations between Grantee and BBG or BBG-sponsored broadcasting entities will be reduced to the extent appropriate, as determined by BBG.

NOW, THEREFORE, BBG agrees to make, and **Grantee** agrees to accept, the grant of funds in accordance with the following provisions:

Article I – THE GRANT

- a. Amount of the Grant. BBG hereby grants the amount of \$ _____ (the “Grant Funds”) for fiscal year 2012 (FY 2012) to **Grantee** for the purposes and subject to the terms and conditions stated herein.
- b. Use of the Grant Funds. **Grantee** may use the Grant Funds solely for planning and operating expenses related to international broadcasting and administration thereof. The Grant Funds are provided solely for the purposes and in the amounts approved by BBG and as set forth in the Approved Financial Plan (as such term is defined in Article VI hereof and subject to the review procedures and adjustments described therein).

Article II – PROGRAMMING PRODUCED WITH GRANT FUNDS

- a. Grantee shall use the Grant Funds to provide news and information programming that is consistent with the relevant principles and standards set forth in the International Broadcasting Act and the strategy for United States international broadcasting as determined by BBG and implemented by the Director of the International Broadcasting Bureau (“IBB”) under authority delegated by BBG.
- b. Grantee shall produce news and information programming in the language(s) described in the Approved Financial Plan. Upon BBG’s request, Grantee shall provide to BBG a detailed written schedule of the programs produced with the Grant Funds, including the languages and media in which such programs were produced.

Article III – DISTRIBUTION OF PROGRAMMING PRODUCED WITH GRANT FUNDS

- a. Subject to the limitations of Article III(c), Grantee acknowledges and agrees that BBG is authorized to provide for distribution of the programming that is paid for with the Grant Funds over the global network of broadcasting and transmission facilities owned and/or operated by BBG or, as the case may be, through affiliated networks arranged by BBG (“BBG’s Global Distribution Network”). Subject to the limitations of Article III(c), Grantee shall provide the programming that it produces with the Grant Funds to BBG for distribution over BBG Global Distribution Network.
- b. Grantee may not use Grant Funds for the purpose of concluding agreements with affiliates, except as approved in writing by BBG. Unpaid affiliate agreements must be consistent with the BBG’s strategy for United States international broadcasting, as described in Article II(a).
- c. Grantee grants to BBG a worldwide, non-exclusive, royalty-free and perpetual license to broadcast, use, distribute and create derivative works from those of Grantee’s original programs that contain no materials provided by or licensed from any third parties. Grantee grants to BBG a worldwide, non-exclusive, royalty-free license to broadcast and otherwise use those of Grantee’s programs that are legally available for such licensing and use. When obtaining materials from third parties for inclusion in its original

programming, Grantee agrees to use reasonable best efforts to secure sufficient rights to permit Grantee to license to BBG (on a non-exclusive, worldwide and royalty-free basis) the right to broadcast the resulting original programming; provided, however, that Grantee shall not be required to do so where the acquisition of such rights would materially and detrimentally affect Grantee's ability to secure its own license from said third parties. Grantee shall provide, without charge, information concerning, and DVD or other electronic copies of any of its programs to BBG upon BBG's request.

- d. Grantee hereby grants to BBG, and BBG hereby accepts, an irrevocable, royalty-free, fully paid-up, non-exclusive, sublicense-able, perpetual license during the Grant Term to use Grantee's registered and unregistered trademarks. BBG's use of Grantee's trademarks shall be limited to use in conjunction with broadcasting or otherwise disseminating Grantee's materials to BBG's audiences for the purpose of furthering the BBG mission.

Article IV – COOPERATION WITH BBG GOVERNANCE OF UNITED STATES INTERNATIONAL BROADCASTING

As a condition of its receipt and use of the Grant Funds provided hereunder, Grantee shall cooperate with BBG's governance of United States international broadcasting under the International Broadcasting Act as follows:

- a. Grantee acknowledges that certain authorities of BBG under the International Broadcasting Act are non-delegable, including those listed in Attachment A, meaning that BBG has sole and exclusive authority to determine United States international broadcasting strategy and policy and that the Grant Funds are intended to promote and implement such BBG-sponsored strategy and policy.
- b. Grantee's articles of incorporation, by-laws or other constitutional documents shall provide that the Board of Directors of Grantee shall consist of the current members of the Broadcasting Board of Governors established under the International Broadcasting Act and of no other members. The Board of Directors shall make all major policy determinations governing the operations of Grantee and shall appoint and fix the compensation of such managerial officers and employees of Grantee as it considers necessary to carry out the purposes of the Grant.
- c. Grantee shall cooperate in the processes and protocols of BBG as follows:
 1. Grantee acknowledges that BBG has adopted certain rules of conduct to govern the participation and cooperation of the elements of BBG-sponsored United States international broadcasting. Such rules of conduct are set forth in Attachment B hereto.
 2. Grantee shall report such information to BBG as may be reasonably requested by BBG in the format and within the timeframe so requested. Consistent with the BBG's desire to foster transparency as described in the "rules of the road" in

Attachment B, and in order to better enable Grantee to provide accurate and relevant information, where possible, BBG's request will include information regarding the purpose of the request.

3. Grantee acknowledges that BBG has delegated to the IBB Director the authority to oversee the day-to-day management of the Federal agency and to identify, evaluate, and resolve strategic trade-offs and conflicts among the broadcasting entities, including Grantee, consistent with the Board's strategic guidelines and subject to the Board's continued oversight. Grantee shall use Grant Funds in a manner consistent with any such delegation.
4. In order to facilitate coordinated communications among the elements of United States international broadcasting, Grantee will seek advance approval of BBG of any Congressional and Executive Branch communications and outreach activities undertaken with the use of the Grant Funds, provided that nothing in this paragraph, shall prevent Grantee (i) from responding to specific requests for information, documents or materials from Congress or the Executive Branch, or (ii) from engaging in routine correspondence or communications with Congress and/or the Executive Branch (including United States embassies), or (iii) from engaging in communications in the regular pursuit of newsgathering activities. Upon BBG's request, Grantee shall inform BBG about such responses to requests and/or correspondence in a timely manner. Grantee acknowledges that 31 U.S.C. §1352 prohibits Federal grantees from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, extension, continuation, renewal, amendment, or modification of any Federal grant. This provision shall not apply to any communications or outreach activities of any Director of the Board of Directors of Grantee who is a Governor of the Broadcasting Board of Governors at the time such communication or outreach activity is undertaken.
5. Grantee shall not disclose any information expressly designated in writing as confidential by BBG to any third party not authorized by BBG to receive it. BBG shall provide to Grantee a copy of the written standards and procedures used by BBG in designating information as confidential. Grantee shall require each Grantee employee and contractor with access to BBG-designated confidential information to enter into a written undertaking of confidentiality consistent with this paragraph. Grantee further agrees to take all steps reasonably necessary to protect the confidentiality of the confidential information and to prevent the confidential information from falling into the public domain or into the possession of unauthorized persons. Grantee shall have no obligation of confidentiality with respect to information that (A) was known to Grantee prior to receiving any of the confidential information from BBG, (B) has become publicly known through no wrongful act of Grantee, or (C) was received by Grantee from a third party without restriction as to the use and disclosure of the information.

6. Grantee shall participate in activities of the IBB Coordinating Committee in accordance with the International Broadcasting Act.

Article V – MUTUAL ASSISTANCE TO PROMOTE UNITED STATES INTERNATIONAL BROADCASTING

- a. In the spirit of cooperation among BBG-sponsored entities and in order to promote the efficient use of Grant Funds and Agency resources, BBG and Grantee will use their reasonable best efforts to render assistance to each other to promote the interests of United States international broadcasting and the implementation of BBG's strategy.
- b. Upon BBG's request, Grantee shall make reasonable efforts to provide or facilitate provision of administrative or other services or resources to BBG or other BBG-sponsored broadcasting entities in order to promote implementation of BBG's strategy. Grant Funds shall be available for in-kind services to the BBG or other BBG-sponsored entities where cost effective and consistent with the BBG strategic plan as determined by BBG. BBG shall not be required to reimburse Grantee for Grant Funds used to provide such in-kind services nor otherwise to supplement the Grant Funds provided hereunder. BBG will endeavor to make such requests in a manner that does not interfere with Grantee's ability to discharge its responsibilities under this Agreement and, where necessary to achieve the request, to provide resources to assist Grantee in fulfilling such requests. Grantee shall notify BBG of any expenditures it makes on provision of in-kind services to BBG and other BBG-sponsored entities.
- c. All assistance contemplated under this Article V shall be rendered in a manner consistent with applicable law and regulations.

Article VI – ADMINISTRATION OF THE GRANT

- a. Development and Review of the Approved Financial Plan
 1. Definition. As used in this Agreement, the term “**Approved Financial Plan**” shall mean (i) the financial plan for use of the Grant Funds that is approved by BBG in accordance with the procedures set forth in this Article VI; (ii) any modification to such plan that is approved by BBG during the term of this Agreement; and (iii) any proposal or modification of such proposal during a Continuing Resolution as referenced in Article VI(a)(5) below.
 2. Financial Plan Required. Unless otherwise determined by BBG, within 30 calendar days (or, if the same is on a U.S. federal holiday, the first business day occurring thereafter) of entering into this Agreement (or, as the case may be, any amendment to this Agreement which alters the amount or purpose of grant funds available), Grantee shall submit to BBG a proposed detailed financial plan consistent with the strategy, purposes, and language services approved by BBG and covering the full amount of the Grant, any carryover balances of prior year funds, and recoveries of prior year expenditures and commitments that are available for expenditure.

3. Financial Plan Detail. Grantee's proposed financial plan shall delineate Grantee's anticipated monthly expenditures for each budget line item, anticipated monthly expenditures for each office and language service, and any additional detail required by BBG. Budget line items will be defined by the BBG in order to ensure uniformity.
 4. Approval of the Proposed Financial Plan. BBG shall transmit any disapproval of the proposed financial plan within 30 days of its receipt from Grantee. If BBG has not notified Grantee of its disapproval within 30 days of receiving the plan, the plan shall be deemed approved.
 5. Financial Plan during a Partial Year Continuing Resolution (CR). If appropriations for the full year amount of the Grant Funds are not available to BBG at the time that Grantee enters into this Agreement, Grantee shall provide, with each request for funding, an explanation of funding requirements for the period covered by the funding request and two subsequent months. Unless otherwise determined by law or approved by BBG, such requirements shall include only the minimum amounts of Grant Funds reasonably necessary to sustain current operations under the partial-year Continuing Resolution. No later than 30 days after enactment of an appropriation covering the fiscal year, Grantee shall submit a proposed detailed financial plan for approval in accordance with paragraphs one (1) through four (4) of this subsection. Grantee shall operate at a rate of obligation under its CR financial plan until BBG approval in accordance with paragraph.
- b. BBG will provide the Grant Funds to Grantee by U.S. Treasury cash wire transfers (FEDWIRE) generated through the Automated Clearing House System. BBG will make disbursements in monthly increments or on such other basis as may be consistent with the Approved Financial Plan.
 - c. Reporting and Review of Use of Grant Funds
 1. Monthly Reports. Unless otherwise approved by BBG, twenty (20) days after the end of each month, except following the final month of the fiscal year, when this period shall be 30 days, Grantee shall provide to BBG a report, for such month, of obligations and cash disbursements in U.S. dollars with the level of detail described in Article VI(a)(3) (as well as any recoveries or carryover balances from prior years), together with such additional information as BBG may request from time to time. As requested by BBG, Grantee shall justify in detail its use of Grant Funds against items defined in the Approved Financial Plan.
 2. Other Reviews. Grantee shall prepare and submit to BBG such other reviews and reports on expenditures and obligations as BBG may request on a schedule to be provided periodically by BBG.
 3. Report on Vacancies. Not later than the 21 days after the end of each fiscal quarter, Grantee shall submit a report to BBG listing personnel vacancies as of the end of the

quarter. This report should be organized by division and include the Position Title, Grade Level, Annual Salary, Date Vacant and Expected Hire Date. The provision of such report to BBG is solely to facilitate BBG's budget planning and reporting to Congress and does not imply that Grantee is required to seek BBG approval to fill personnel vacancies.

4. Report on Equipment and Equipment Disposition. In accordance with OMB Circular No. A-110, Grantee shall submit annually to BBG an inventory of all equipment. Requests for disposition instructions concerning property purchased with Grant Funds with an estimated fair market value (at the time of such disposition) of U.S. \$5,000 or more must be submitted to BBG 120 days in advance of the proposed disposition. If BBG has not notified Grantee that the disposition is disapproved, the disposition will be deemed approved.
- d. Grantee shall maintain at its principal offices full and complete records and books of account, in accordance with generally accepted accounting principles, covering the financial details applicable to the Grant. Grantee shall maintain separate accountability for funds provided under this Agreement. Grantee shall expend these funds only on the operating costs authorized by this Agreement unless it receives prior written approval of BBG to do otherwise.
 - e. In accordance with A-110, Subpt C.25, Grantee is required to report deviations from the Approved Financial Plan to BBG. Grantee shall make reasonable efforts to provide prior notice of anticipated deviations. Grantee may not transfer Grant Funds among direct costs if the cumulative amount of such transfers exceeds, or is expected to exceed, 10 percent of the total budget in the Approved Financial Plan unless otherwise approved by BBG .
 - f. Unless otherwise approved by BBG, Grantee shall provide five (5) days advance notification of any new contracts exceeding U.S. \$350,000 and any new leases exceeding U.S. \$200,000.
 - g. Return of Funds
 1. Grantee shall return to BBG at the conclusion of the fiscal year any portion of the Grant Funds that are not required for a legally binding transaction or designated by Grantee for a purpose and in an amount consistent with the Approved Financial Plan (as well as any recoveries or carryover balances from prior years), unless otherwise approved by BBG.
 2. Any and all interest earned on Grant Funds provided to Grantee pursuant to this Agreement shall be returned to the U.S. Government on an annual basis in accordance with the requirements of OMB Circular A-110.
 3. Expenditures by Grantee that are not consistent with the Approved Financial Plan or otherwise permitted by this Agreement shall be recovered by Grantee and promptly

refunded to BBG.

Article VII – REGULATORY COMPLIANCE

- a. The Parties acknowledge and agree that the Parties are subject to all Federal rules and regulations pertaining to federal grants, including the following: 22 U.S.C. §§ 6201 et seq., 31 U.S.C. §§ 7502 and 1352, 41 U.S.C. § 702, the Federal Grant and Cooperative Agreement Act and implementing regulations, and OMB Circulars No. A-110, A-122, and A-133.
- b. Allowability of costs incurred under this Agreement will be determined in accordance with OMB Circular No. A-122, “Cost Principles for Nonprofit Organizations,” (as revised May 10, 2004), pursuant to certain clarifications specified in Attachment C and subject to any exceptions granted by authorization or appropriation laws.
- c. Grantee shall comply with the covenants and other contracting provisions set forth in Attachment D.
- d. Grantee shall comply with grant limitations in the International Broadcasting Act and/or any applicable appropriations statute that are expressly applicable to Grantee, including without limitation, those set forth in Attachment E.
- e. Grantee shall deliver all required certifications identified in Attachment F upon execution of this Grant Agreement.
- f. No Grant Funds may be used for the following purposes:
 - 1. to pay any salary or other compensation, or enter into any contract providing for the payment of salary or compensation in excess of the rates established for comparable positions under Title 5 of the United States Code, or the foreign relations laws of the United States.
 - 2. to pay first-class travel for any employee of Grantee, or the relative of any employee.
- g. Grantee shall comply with all applicable U.S. laws and regulations, including, without limitation, the copyright laws of the United States.
- h. When engaging outside the United States in activities that require the use of Grant Funds, Grantee shall exercise due diligence to ascertain the local laws and regulations, and other relevant local circumstances, applicable to Grantee’s activities in the relevant country(ies) where such activities shall be undertaken. In the event that Grantee or any of its employees or contractors becomes subject to any fine, imprisonment, judgment, tax, or other penalty (whether civil, administrative, criminal, or otherwise) in any country as a result of the activities undertaken with the use of the Grant Funds, Grantee shall notify BBG in writing of the same as soon as practicable (but, in no case later than 30 days following any such event) and shall provide such information as BBG may request

regarding the circumstances of any such penalty.

Article VIII – LIMITATIONS OF BBG OVERSIGHT

- a. Grantee is a private, nonprofit corporation, and nothing in this Agreement may be construed to make Grantee a Federal agency or instrumentality.
- b. BBG’s oversight and supervision of the Grant Funds are subject to limitations in applicable law.
- c. BBG acknowledges and affirms the safeguards contained in the United States International Broadcasting Act of 1994 (as amended) meant to preserve the journalistic independence and integrity of BBG programming. To that end, no U.S. Government official—including individual Governors, the IBB Director, the Secretary of State, and the Inspector General—may attempt to influence the content or editorial choices of one of the broadcasting entities in a manner that is not consistent with the highest standards of professional broadcast journalism or take any other action that may tend to undermine the journalistic credibility or independence of BBG or its broadcasters. In the event that Grantee reasonably believes that a breach of this Article VIII(b) has occurred, then Grantee shall report the breach to the Chairperson of the Broadcasting Board of Governors.

Article IX – FUNDRAISING

Grantee may not engage in fundraising from other sources except in accordance with the principles of fundraising to be agreed by BBG and Grantee. Grantee is prohibited from using any Federal funds to finance its fundraising efforts.

Article X – PERSONNEL SECURITY POLICY

- a. BBG will perform security background investigations and provide appropriate clearance for the persons holding the positions listed in the letter to be provided by BBG to Grantee following the signing of this Agreement. These security background investigations and clearances shall be performed at no cost to Grantee.
- b. With regard to those of Grantee’s employees and contractors who are not identified in the letter to be provided pursuant to Article X(a), but who are determined by Grantee and BBG to require background investigations and/or clearances, Grantee and BBG shall establish an agreed upon protocol (“Protocol”), which shall be reduced to writing and confirmed in a letter agreement following the signing of this Agreement. The Protocol shall cover (i) the categories of persons for whom such investigations and/or clearances are required, (ii) the identity of the entity or entities that will perform the investigations and/or clearances and, where necessary, (iii) who shall cover the costs associated with such investigations and/or clearances.

Article XI – IT NETWORK SECURITY POLICY

Any material breach of Grantee's IT network security policies, or any incident that materially affects the integrity or operations of the Grantee's IT network system, shall be reported to BBG within twenty-four (24) hours of detection. These violations shall include, but are not limited to, the following:

1. Unauthorized access to any of the social media or web site content management systems used by Grantee.
2. Disruption or denial of service for production or distribution systems.
3. Unauthorized modification or removal of Grantee data.

Article XII – AUDITS AND INSPECTIONS

- a. All records required to be kept in order to comply with the terms and conditions of this Agreement, including bid solicitations, evidence of shipment for commodities and procurement and service contracts, shall be maintained by Grantee for a period of three (3) years from the date of the submission of the final expenditure report, in a manner that will permit verification of Grantee's compliance with its representations, warranties, and obligations contained in this Agreement. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until such litigation, claim or audit has been resolved.
- b. Grantee acknowledges the audit requirements set forth in OMB Circular A-133.
- c. Operations of Grantee, as related to use of the Grant Funds, may be audited by the Government Accountability Office in accordance with such principles and procedures and under such rules and regulations as may be prescribed by the Comptroller General of the United States. Any such audit shall be conducted at the place or places where accounts of Grantee are normally kept.
- d. Representatives of the Government Accountability Office shall have access to all books, accounts, records, reports, files, papers, and property belonging to or in use by Grantee, pertaining to such financial transactions and necessary to facilitate an audit. Such representatives shall be afforded full facilities for verifying transactions with any assets held by depositories, fiscal agents, and custodians. All such books, accounts, records, reports files, papers, and property of Grantee, shall remain in the possession and custody of Grantee.
- e. The Inspector General of the United States Department of State is authorized to exercise the authorities of the Inspector General Act of 1978 with respect to Grantee.
- f. BBG shall conduct an annual review to measure Grantee's performance in achieving the purposes of this Agreement and compliance with its terms. Such reviews shall be conducted at reasonable times and upon reasonable notice to Grantee.

- g. To ensure continuous and cooperative planning and operations hereunder, Grantee shall permit BBG or its authorized representatives, including the Inspector General, to visit Grantee's facilities and to inspect the facilities, activities, and work pertinent to the grant, both in the United States and abroad, and to interview personnel engaged in the performance of the grant to the extent deemed necessary by BBG. BBG, however, shall not exercise any prepublication review of the substance of any broadcast or print publication of Grantee.

Article XIII – FAILURE TO COMPLY WITH THE TERMS OF THE GRANT

In the event that Grantee fails to comply with any material term of this Grant, then, upon the decision of the BBG Board of Governors, BBG shall have the right to suspend or terminate Grantee's use of the Grant Funds by providing written notice to Grantee. BBG shall provide advance notice of suspension or termination, except in urgent or compelling circumstances, as determined by BBG in its sole discretion, after which Grantee will have ten (10) business days to bring itself in compliance with this Agreement.

In the event BBG suspends or terminates Grantee's use of Grant Funds, Grantee shall forthwith return any portion of the Grant Funds in its possession or control to BBG. Any such termination or suspension shall be without further obligation by BBG or the United States.

Article XIV – POINTS OF CONTACT

For BBG, the following persons, or anyone otherwise designated by the IBB Director, shall be deemed to be the points of contact for Grantee with respect to the provisions of this Agreement.

For financial matters arising under this Agreement,

Maryjean Buhler
Chief Financial Officer
Tel:
Email:

For all other matters arising under this Agreement,

Jeffrey Trimble
IBB Deputy Director
Tel:
Email:

For Grantee, the following persons, or anyone otherwise designated by either of them, shall be deemed to be the points of contact for Grantee with respect to the provisions of this Agreement.

For financial matters arising under this Agreement,

[]

For all other matters arising under this Agreement,

[]

Article XV – AMENDMENTS

The terms of this Agreement may be amended by mutual written consent between BBG and Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year specified below:

GRANTEE

**BROADCASTING BOARD OF GOVERNORS
International Broadcasting Bureau**

BY _____
NAME:

BY _____
NAME:

TITLE

TITLE

DATE _____

DATE _____

ATTACHMENT A

NON-DELEGABLE BBG AUTHORITIES	
1. To supervise all broadcasting activities conducted pursuant to International Broadcasting Act, the Radio Broadcasting to Cuba Act and the Television Broadcasting to Cuba Act.	
2. To review and evaluate the mission and operation of, and to assess the quality, effectiveness, and professional integrity of, all such activities within the context of the broad foreign policy objectives of the United States.	
3. To ensure that United States international broadcasting (USIB) is conducted in accordance with the broadcasting standards and principles set forth in the Act:	
<p><u>Broadcasting Standards</u> USIB shall –</p> <p>be consistent with the broad foreign policy objectives and the international telecommunications policies and treaties of the United States;</p> <p>not duplicate the activities of private US broadcasters or government supported broadcasting entities of other democratic nations;</p> <p>be conducted in accordance with the highest standards of broadcast journalism;</p> <p>be based on reliable information about its potential audience;</p> <p>be designed to effectively reach a significant audience;</p> <p>promote respect for human rights, including freedom of religion.</p>	<p><u>Broadcasting Principles</u> USIB shall include –</p> <p>news which is consistently reliable and authoritative, accurate;</p> <p>a balanced and comprehensive projection of United States thought and institutions, reflecting the diversity of United States culture and society;</p> <p>clear and effective presentation of the policies of the United States Government and responsible discussion and opinion on those policies, including editorials, broadcast by the Voice of America, which present the views of the United States Government;</p> <p>the capability to provide a surge capacity to support United States foreign policy objectives during crises abroad;</p> <p>programming to meet needs which remain unserved by the totality of media voices available to the people of certain nations;</p> <p>information about developments in each significant region of the world;</p> <p>a variety of opinions and voices from within particular nations and regions prevented by censorship or repression from speaking to their fellow countrymen;</p> <p>reliable research capacity to meet the criteria under this section;</p> <p>adequate transmitter and relay capacity to support USIB activities; and</p>

		training and technical support for independent indigenous media through government agencies or private United States entities.
4. To review, evaluate, and determine, at least annually, after consultation with the Secretary of State, the addition or deletion of language services.		
5. To make and supervise grants for broadcasting and related activities.		
6. To allocate funds appropriated for international broadcasting activities among the various elements of the International Broadcasting Bureau and grantees.		
7. To submit an annual report to the President and the Congress.		
8. To appoint such staff personnel for the Board as the Board may determine necessary to carry out its functions.		

ATTACHMENT B

The BBG Board of Governors (Board) on June 3, 2011, adopted the following “rules of the road” governing Board operations and procedures and the interactions among the elements of United States International Broadcasting (USIB), namely (i) the Board; (ii) the International Broadcasting Bureau (IBB), Voice of America (VOA), and Office of Cuba Broadcasting (OCB); and (iii) BBG’s private grantees Radio Free Europe/Radio Liberty (RFE/RL), Radio Free Asia (RFA), and Middle East Broadcasting Networks (MBN) (collectively, Grantees).

The Board affirmed the following general principles of BBG governance:

- To fulfill its statutory mission, the Board requires the elements of USIB to cooperate in working toward goals established by the Board, and implemented by the International Broadcasting Bureau, in a spirit of collegiality, transparency, mutual respect, and good communication with peers and colleagues.
- The Board will endeavor to focus its attention on issues of strategic importance as required for the Board to exercise the non-delegable authorities of the Board in the United States International Broadcasting Act of 1994 (as amended).
- The Board will rely on the International Broadcasting Bureau to assist the Board in carrying out the Board’s responsibilities for decisions and oversight of U.S. international broadcasting. The Board will delegate authority to the Director of the International Broadcasting Bureau (IBB Director) to oversee the day-to-day management of the federal agency and to identify, evaluate, and resolve strategic trade-offs and conflicts among the broadcasting entities, consistent with the Board’s strategic guidelines and subject to the Board’s continued oversight. The Board will require the federal and non-federal elements of USIB to cooperate with and assist the IBB Director in fulfilling these duties.
- In recognition of the collective decision-making authority of the Governors and their desire to leverage their collective talents to promote and enhance USIB, the Governors will work to avoid the creation of “fiefdoms” in respect of the individual elements of USIB or particular functions or authorities of the Board.
- The Board will require the management of the respective, federal and non-federal elements of USIB to faithfully implement and operationalize the Board’s decisions, including revised management structures intended to improve the overall efficiency of U.S. international broadcasting, and to cooperate fully with the Committees, the IBB Director, and other senior BBG officials or reporting mechanisms on which the Board relies to inform its deliberations and decision-making.

ATTACHMENT C

Allowability of costs incurred under this Agreement will be determined in accordance with OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations," (as revised May 10, 2004) with the following clarifications:

- a. All operating costs are determined to be direct costs. (See Subparagraph B of Attachment A of OMB Circular No. A-122.)
- b. The following expenses, insofar as they are reasonable and necessary to further the purpose of the grant, are authorized. (Relevant paragraphs of OMB Circular No. A-122, are noted in parentheses.)
 1. Official representation expenses necessary to further the mission of Grantee, are not to exceed the amount in the Approved Financial Plan unless otherwise authorized by BBG. (See Attachment B Para. 14)
 2. Capital expenditures for general purpose equipment. (See Attachment B Para. 15(b)(1))
 3. Overtime, extra-pay shift, and multi-shift premiums. (See Attachment B Para. 8(f))
 4. Participant support costs (See Attachment B Para. 33)
 5. Costs of legal, accounting, and consulting services, and related costs, incurred in connection with organization and reorganization. (See Attachment B Paras. 10, 31 & 39)
 6. Public information service costs. (See Attachment B Para. 1(d))
 7. Publication and printing costs. (See Attachment B Para. 38(c))
 8. Foreign travel costs as specified in the Approved Financial Plan. (See Attachment B Para. 51(e))
 9. The cost of advertising the availability of publications, recordings, or services of Grantee, subject to limitations in applicable law or regulation.

ATTACHMENT D

1. COVENANT AGAINST CONTINGENT FEES

Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, bona fide established commercial or selling agencies maintained by Grantee for the purpose of securing business. For breach or violation of this warranty, BBG shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

2. EQUAL OPPORTUNITY

During the performance of this Agreement, Grantee agrees that it will not discriminate against an employee or applicant for employment because of race, creed, color, sex, national origin, age, or handicap in accordance with all pertinent Federal laws and regulations prohibiting discrimination in employment including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. 2000e, *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 794; the Age Discrimination Employment Act of 1975, as amended; and 42 U.S.C. 6101, *et seq.* The provisions of this paragraph shall apply to employment actions including, but not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Grantee shall continue to include in all solicitations or advertisements for employees placed by or on behalf of Grantee language stating that "**Grantee** is an equal opportunity employer committed to work force diversity."

3. PREFERENCE FOR U.S. FLAG AIR CARRIERS

- a. Public Law 93-623 requires that all Federal agencies and Government contractors, subcontractors and, grantees will use U.S. Flag Air Carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available. It further provides that the Comptroller General of the United States shall disallow any expenditure from appropriated funds for international air transportation on other than a U.S. Flag Air Carrier in the absence of satisfactory proof of the necessity therefore.
- b. Grantee agrees to utilize U.S. Flag Air Carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available.
- c. In the event that Grantee selects a carrier other than U.S. Flag Air Carrier for international air transportation, a certification will be included on the vouchers

essentially as follows:

Certification of Unavailability of U.S. Flag Air Carriers

I hereby certify that transportation services for personnel (and their personal effects) or property by U.S. Flag air carrier were unavailable for the following reasons: (state reasons)

- d. The terms used in this clause have the following meanings:
 1. "International air transportation" means transportation of persons (and their personal effects) or property by air between a place in the United States and a place outside thereof or between two places both of which are outside the United States.
 2. "U.S. Flag Air Carrier" means one of a class of air carriers holding a certificate of public convenience and necessity issued by the Civil Aeronautics Board, approved by the President, authorizing operations between the United States and/or its territories and one or more foreign countries.
 3. The term "United States" includes the 50 states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

4. CONVICT LABOR

In connection with the performance of work under this grant, Grantee agrees not to employ any person undergoing sentence of imprisonment except as provided by 18 U.S.C. 3622 and Executive Order No. 11755, December 29, 1973, as amended.

5. GRANTEE SHALL COMPLY WITH:

- a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.
- b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
- c. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

Text as approved by Board of Governors on September 15, 2011

ATTACHMENT E

GRANT LIMITATIONS

(Limitations made applicable specifically to Grantee under the International Broadcasting Act or appropriations statutes)

ATTACHMENT F

1. CERTIFICATION REGARDING LOBBYING

Grantee shall sign the Certification Concerning Lobbying Activities that it will comply with 31 U.S.C. § 1352 concerning the use of appropriated funds for lobbying activities. If no appropriated funds have been paid or will be paid for lobby activities, Grantee shall submit Standard Form LLL, "Disclosure of Lobbying Activities."

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Grantee shall sign the Certification Regarding Drug Free Workplace Requirements: Drug-Free Workplace Act of 1988 that it will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, 22 CFR 513, Subpart F.

3. FEDERAL DEBT STATUS

Under OMB Circular No. A-129, Grantee must certify that it is not delinquent on payment of any Federal debt. Grantee shall sign the Certification Regarding Federal Debt Status.

4. DEBARMENT AND SUSPENSION

Executive Order 12549 of February 18, 1986, as clarified by Executive Order 12689 of August 15, 1989, requires uniform Federal rules on nonprocurement debarment and suspension from certain transactions with the Government. The May 26, 1988 Federal Register (53 Fed. Reg. 19161) contains these rules, which, among other things, require signature by Federal grantees of the Certification Regarding Debarment and Suspension.

5. STANDARDS OF ETHICAL CONDUCT

Grantee will publish written policy guidelines, as approved by BBG, on conflict of interest and avoidance thereof. These guidelines will reflect federal laws and must cover financial interest, gifts, gratuities and favors, nepotism, political activity and foreign affiliations, outside employment, and use of company assets. These rules must also indicate how outside activities, relationships, and financial interests are reviewed by the responsible grantee official(s). Grantee will ensure that each employee is given a copy of the policy and notified that, as a condition of employment under the grant, the employee must abide by the terms of the policy.