



OFFICE OF INSPECTOR GENERAL

U.S. Agency for International Development

MEMORANDUM

Date: January 23, 2025

To: Jason Gray, Acting Administrator
Matt Hopson, Chief of Staff

From: Paul K. Martin, Inspector General *PKMA*

Subject: Challenges to Accountability and Transparency Within USAID-Funded Programs

Summary

The USAID Office of Inspector General (OIG) provides independent oversight of USAID's personnel, programs, and activities. This memorandum identifies vulnerabilities and challenges which we believe hinder accountability and transparency within Agency programs. We also identify potential solutions to address these vulnerabilities. The issues discussed in this memorandum include:

1. Resistance from United Nations (UN) agencies and foreign-based nongovernmental organizations (NGOs) to sharing information with OIG about potential misconduct;
2. Limitations on vetting of aid organizations for ties to designated terrorist organizations and known corrupt actors;
3. Limitations in obtaining data about USAID-funded subawardees.

We discuss each issue in turn.

I: Resistance from UN agencies and foreign-based NGOs to sharing information with OIG about potential misconduct

A. Lack of Self-Reporting by USAID-funded UN agencies

USAID funds billions of dollars in humanitarian assistance and development programming through UN agencies across the globe, often in nonpermissive environments such as Gaza, Ukraine, Sudan, Syria, and Haiti. In fiscal year 2024, approximately 25 percent of USAID's programming (\$8 billion) was funded through public international organizations (PIOs), which primarily consist of UN agencies and multilateral development banks. Given the complex emergency environments in which this aid is provided, both USAID and OIG rely on timely self-reporting by award recipients of *potential* misconduct affecting programming. This contractually required self-reporting, also known as "mandatory disclosures," allows OIG to promptly use its investigative resources and expertise to address allegations of fraud, sexual exploitation and abuse, corruption, diversion, and other malfeasance.

USAID's standard provisions for cost-type agreements¹ with UN agencies and other PIOs require the following:

1. When the [award] recipient becomes aware of credible allegations of prohibited conduct,² the recipient will promptly inform the USAID Office of the Inspector General . . . [U]pon reasonable request, the recipient agrees to provide further available relevant information, unless disclosure of such information would be inconsistent with the recipient's rules and procedures concerning disclosure of information.³

2. The [award] recipient will promptly inform USAID's Office of Inspector General (OIG) of allegations of SEA [sexual exploitation and abuse] credible enough to warrant an investigation, in cases that: (i) are directly related to the activities funded by t[he] agreement; or (ii) in the recipient's view, would have a significant impact on the partnership between the recipient and USAID or the U.S. Government . . . Upon request from USAID or USAID's OIG, the recipient agrees to provide further available, relevant information for allegations . . . unless disclosure of such information would be inconsistent with the recipient's rules and procedures concerning disclosure of information.⁴

Despite these obligations, direct reporting to OIG from UN agencies is limited and at times significantly delayed if not altogether absent. In September 2024, we issued an [alert](#) documenting the limited number of disclosures of potential misconduct transmitted by USAID-funded UN agencies to OIG; such disclosures are required in their award agreements. For example, between October 2019 and June 2024, the World Food Programme (WFP), a USAID-funded UN agency, disclosed 29 instances of potential misconduct directly to OIG. In contrast, WFP disclosed 519 instances of potential misconduct to USAID during the same period. These discrepancies (or, even more problematic, a lack of reporting altogether) reflect noncompliance with USAID's standard award provisions and require OIG to wait until USAID transmits the allegations to us, delaying our ability to initiate critical initial investigative steps such as preserving evidence and obtaining witness testimony.⁵

Potential Fix: USAID must enforce the requirement that UN agencies promptly report allegations of fraud or sexual exploitation and abuse directly to OIG.

¹ [Most](#) agreements with PIOs are made through cost-type awards.

² "Prohibited conduct" is defined according to the recipient's applicable regulations and policy on fraud and corruption, provided that they are inclusive of corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in USAID's Automated Directives System (ADS), 308mab M.17(b).

³ ADS 308mab M.17(e).

⁴ ADS 308mab M.19(b). See also ADS 308mab M.19-Alt (b).

⁵ OIG has identified other vulnerabilities in USAID's oversight of PIOs, including its [failure to employ established mechanisms](#) to ensure that a PIO is capable of safeguarding USAID funding.

B. Failure of UN Agencies to Share Investigative Information With OIG Investigators

We have long encountered long delays or outright refusal by UN agencies in providing requested investigative information to OIG's Special Agents. OIG has clear legal and contractual authority to compel information from a USAID-funded NGO or contractor. However, such authority is much more limited with respect to the UN. The primary rationale offered by the UN for declining to cooperate with OIG's information requests is that doing so would affect the UN agency's "privileges and immunities."

The UN Convention on Privileges and Immunities (frequently referred to as the General Convention) grants the UN and its employees "immunity from legal process; provides that its premises, property, and assets shall be immune from confiscation or any other form of interference; and permits the UN freely to hold, transfer, and convert its funds." In relevant part, Article II, § 4, of the General Convention provides that the "archives of the United Nations, and in general all documents belonging to it or held by it, shall be inviolable wherever located." This section specifically extends protection to files, documents, and papers, including electronic documents, held by the UN.

OIG disputes the assertion raised by some UN agencies that this "privileges and immunities" statement serves as a valid rationale for not sharing information about misuse or abuse of USAID-funding. We believe invocation of privileges and immunities is premature in the fact-finding investigative stage, as the information requested by OIG agents is not connected to an ongoing legal proceeding in the United States. While in certain cases OIG's investigations may lead to a U.S.-based prosecution, the purpose of initial requests for information is so we can assess *potential* responses to misconduct allegations and determine the most appropriate enforcement action following investigative steps and a review of evidence. To this end, we signed a formal agreement with one UN agency clarifying that sharing information with OIG will not waive the agency's subsequent ability to assert privileges and immunities to U.S. prosecutorial bodies such as the Department of Justice.⁶ Even with such an agreement, obtaining information from UN agencies remains a lengthy and frustrating undertaking, delaying OIG's ability to investigate allegations of fraud, sexual abuse, and other matters such as:

1. Concerns that United Nations Relief and Works Agency employees believed to be associated with Hamas and/or implicated in the October 7 attacks may recirculate to other USAID-funded organizations;
2. Concerns that WFP staff may be involved in food diversion schemes in Ethiopia;
3. Allegations that the UN Office for the Coordination of Humanitarian Affairs employed a senior official who had been accused of sexual assault to lead humanitarian efforts in Ukraine; and

⁶ For an example of such agreement, see Attachment 2: World Food Programme and USAID Office of Inspector General (OIG) Investigation Terms Concerning Privileges and Immunities and Legal Process.

4. Mismanagement within USAID-funded humanitarian assistance programming in Yemen.⁷

To help address this shortcoming, OIG urges USAID and U.S.-based UN leadership (USUN) to work toward timely implementing § 7048(h) in the 2024 Consolidated Appropriations Act, which states that:

Not later than 30 days after the date of enactment of this Act, the Secretary of State, in coordination with the Administrator of the United States Agency for International Development, shall seek to enter into written agreements with each international organization that receives funding appropriated by this Act to provide timely access to the Inspectors General of the Department of State and the United States Agency for International Development and the Comptroller General of the United States to such organization's financial data and other information, including investigative records and reports of sexual misconduct, relevant to United States contributions to such organization, as determined by the Inspectors and Comptroller General.⁸

While concerted efforts have been ongoing for the past several months to implement these agreements, USAID and the State Department have not finalized their approach or entered into written agreements with UN and other international organizations.

The Inspector General of USAID, along with the Government Accountability Office, has proposed the following draft language for USAID-specific awards:

As a material provision of this award [or agreement], the USAID Office of Inspector General (USAID OIG) and the U.S. Government Accountability Office (GAO) are to be granted timely access to documents, data, systems, and personnel in the possession, custody, or control of [the PIO recipient], that are related to the receipt or administration of U.S. assistance under this award [or agreement]. This includes information related to allegations of misconduct involving U.S. assistance. The [PIO recipient] must also provide or facilitate access to documents, data, systems, and personnel for all sub-recipients, deemed necessary for review by the requesting oversight body.

This access is in furtherance of USAID OIG's statutory mandate under United States law to provide independent oversight of USAID's programs, operations, and

⁷ The following are challenges we have faced involving seven different investigative matters where we sought specific information from four different UN agencies: The shortest amount of time it took any of those four UN agencies to provide information to OIG was 6 months, and OIG was first required to sign an MOU and travel to Geneva before being allowed to read a copy of that UN agency's report. The longest amount of response time currently exceeds 2 years. In one case, the UN agency declined to cooperate altogether, citing that its internal processes preclude disclosure of information (that was pertinent to a USAID award). In another case, two UN organizations cannot agree which entity has authority to release the needed information. OIG engaged USUN in an attempt to gain access to the information. In the other instances, the UN agencies took 12 and 18 months respectively to respond to OIG's requests.

⁸ Further Consolidated Appropriations Act, 2024, Pub. L. No. 118-47, tit. VII, § 7048(h), 138 Stat. 829 (March 23, 2024).

personnel and in furtherance of GAO’s statutory mandate to oversee the use of United States public funds.

Failure to provide USAID OIG or GAO with prompt access to records requested shall subject the recipient to enforcement remedies which include, but are not limited to, cancellation, rescission, or recovery of funds.

This language, if incorporated into the written agreements required by § 7048, will support U.S. oversight bodies’ ability to obtain information they determine is needed from international organizations to further critical oversight over American taxpayer dollars.

C. Recirculation of Problematic UN Staff Throughout the Aid Sector

OIG’s need for expansive authority to investigate fraud and misconduct involving USAID-funded programming through the UN is exacerbated by a lack of standard policies to prevent employees terminated for misconduct from circulating to other UN agencies also funded by USAID.⁹ While the UN’s [Clear Check system](#) exists to serve this type of vetting purpose, it is [limited](#) to employees terminated due to findings of sexual exploitation and abuse/harassment. Thus, if WFP terminates an employee for fraud or corruption, that employee would not show up in a centralized database where another UN agency could check the individual’s status. While the UN is [attempting to expand Clear Check](#) to include broader misconduct, it remains a work in progress. Moreover, it is unclear whether the UN’s “One HR” database would capture adverse information during a background check of an applicant employed in another UN position.

It is therefore critical for UN agencies to share with OIG information about individuals who have been terminated for criminal or serious administrative misconduct. For example, in 2023, officials at the World Health Organization (WHO) were found to have sexually assaulted women and girls while performing USAID-funded Ebola programming in Africa. However, it took significant time and convincing, including by senior U.S. government officials, for WHO to cooperate with OIG investigators seeking specific names of employees so that they could be independently investigated and referred to USAID for suspension/debarment. After they were provided with standard notice and due process, these individuals were debarred by USAID and thus prevented from circulating to other employers receiving USAID funding. Without routine disclosure of information by the UN about terminated employees, or a centralized and accessible database,¹⁰ there is little opportunity to prevent terminated UN staffers from circulating to other USAID-funded organizations.

D. Failure by Foreign-based NGOs to Provide Information to OIG Investigators

In addition to UN agencies, OIG also faces challenges in investigating and holding accountable USAID-funded NGOs based outside the United States. USAID award provisions and statutory

⁹ This challenge is compounded by USAID exempting UN organizations from placing their staff through USAID’s partner vetting process, which is required of NGOs and contractors. In July 2024, we [reported](#) that the lack of U.S. government partner vetting for UN agency personnel creates risks to USAID’s programs in Gaza.

¹⁰ Similar to the U.S. government’s publicly available excluded party list found at www.sam.gov.

subpoena authority enable OIG to obtain the information it needs from U.S.-based NGOs. However, our Special Agents frequently encounter resistance from foreign-based NGOs when requesting personally identifiable information (PII) about individuals alleged to have perpetuated fraud or engaged in sexual exploitation and abuse affecting USAID-funded programs.

As a rationale for withholding PII, foreign-based NGOs cite domestic data privacy laws such as the European Union’s General Data Protection Regulation (GDPR). However, failure to timely share such PII prevents OIG from holding individuals accountable, as enforcement action cannot be taken against an anonymous perpetrator. Over the years, OIG has pressed foreign NGO counsel to consider all allowable derogations under the GDPR in order to share the PII of alleged perpetrators. However, resistance to OIG requests, citing foreign data privacy laws, persists.

Potential Fix: USAID establishes and enforces, as an award condition, non-U.S. based implementers to share PII with OIG when necessary to investigate credible allegations of fraud or sexual exploitation and abuse.

E. Jurisdictional Challenges to Suing Foreign-Based NGOs in U.S. Courts

USAID faces challenges in its ability to hold foreign-based implementers believed to have engaged in fraud accountable in U.S. Federal courts. In 2021, a Federal judge dismissed a False Claims Act lawsuit against a British-based NGO accused of submitting false certifications to USAID regarding past support for terrorist organizations.¹¹ The judge ruled on jurisdictional grounds that the NGO could not be sued in a U.S. court due to the absence of a relevant clause in its award agreement with USAID. The Second Circuit upheld this decision,¹² setting a precedent that could hinder the United States’ recovery of taxpayer funds acquired fraudulently or improperly by foreign NGOs. For the past several years, OIG has [urged](#) USAID to insert a forum selection clause into agreements with foreign-based NGOs to enhance USAID’s ability to hold them accountable in U.S. courts. As the District Court’s opinion made clear, “Had the agency wished to ensure jurisdiction over any suits arising out of the certifications, it could have included a forum selection clause.”¹³ Such jurisdiction naturally exists for U.S.-based award recipients, which are subject to civil suit in U.S. courts.¹⁴ USAID has not taken action to address this loophole with foreign NGOs, informing OIG that this clause could create a “chilling effect” on overseas awardees responsible for executing the Agency’s programs.

¹¹ *United States ex rel. TZAC, Inc., v. Christian Aid*, No. 17-cv-4135, 2021 WL 2354985 (S.D.N.Y. June 9, 2021).

¹² *United States Ex Rel TZAC, Inc. v. Christian Aid*, No. 21-1542, 2022 WL 2165751, at *2 (2d Cir. 2022) (finding that “the mere existence of a contract between parties in different jurisdictions does not constitute sufficient minimum contacts for the complaining party to assert personal jurisdiction over the other in the plaintiff’s home jurisdiction.”).

¹³ *United States ex rel. TZAC, Inc., v. Christian Aid*, No. 17-cv-4135, 2021 WL 2354985 (S.D.N.Y. June 9, 2021).

¹⁴ For example, see [Chemonics International, Inc. to Pay \\$3.1 Million to Resolve Allegations of Fraudulent Billing Under Global Health Supply Chain Contract](#) (press release), December 20, 2024; and [The International Rescue Committee \(“IRC”\) Agrees to Pay \\$6.9 Million To Settle Allegations That It Performed Procurement Fraud by Engaging in Collusive Behavior and Misconduct on Programs Funded by the United States Agency for International Development](#) (press release), March 19, 2021.

II: Limitations on vetting of aid organizations for ties to designated terrorist organizations and known corrupt actors

A. USAID Pre-Award Antiterrorism Certifications Apply Only to Prospective Grantees and Not Contractors

OIG has previously identified to USAID other vulnerabilities that threaten to diminish the Agency's oversight and accountability mechanisms over foreign assistance programs. Currently, USAID requires applicants for assistance awards to make the following certification:

The undersigned represents, to the best of its knowledge, that...the applicant did not, within the previous three years, knowingly engage in transactions with, or provide material support or resources to, any individual or entity who was, at the time, subject to sanctions administered by the Office of Foreign Assets Control (OFAC) within the U.S. Department of Treasury pursuant to the Global Terrorism Sanctions Regulations...Note: USAID intends to retain the information disclosed to the Agreement Officer pursuant to this paragraph in any award file and use it in determining whether to provide the applicant with an assistance award...This certification includes express terms and conditions of the award, and any violation of it will be grounds for unilateral termination of the agreement by USAID. This certification does not preclude any other remedy available to USAID.

This pre-award certification enhances the Agency's ability to make informed decisions about awards to prospective grantees. It also provides an enforcement mechanism in the form of criminal, civil, and administrative remedies for those awardees that conceal their ties to terrorist organizations.¹⁵ However, the current pre-award antiterrorism certification only applies to prospective grantees, not contractors. As OIG first informed USAID in 2018, the lack of a certification requirement for prospective contractors concerning past assistance to terrorist organizations places the Agency at risk. At the time, USAID committed to attempting to address this vulnerability through the regulatory process, but to date, there has been no regulatory change. The absence of a required certification for USAID-funded contractors working in regions where designated terrorist organizations such as Hamas and Hezbollah operate freely leaves USAID's programming vulnerable.

Potential Fix: Extend the pre-award antiterrorism certification requirement to prospective contractors.

¹⁵ Examples of efforts to conceal such prior relationships in other nonpermissive environments include closed investigations involving two USAID-funded implementers, the American University of Beirut and Norwegian People's Aid. Both organizations reached False Claims Act settlements with the U.S. Department of Justice for [\\$700,000](#) and [\\$2,025,000](#), respectively.

B. USAID Does Not Require Disclosure of a Prospective Awardee’s Relationship With Sanctioned or Otherwise Known Corrupt Entities

The Agency also lacks a pre-award certification that requires prospective awardees to disclose prior relationships with actors deemed by the United States to have engaged in corruption in countries where USAID programming exists. Executive Order (EO) 13818, builds upon and implements the Global Magnitsky Human Rights Accountability Act and targets perpetrators of corruption and serious human rights abuse. The Department of Treasury’s Office of Foreign Asset Controls issues sanctions pursuant to EO 13818 that “impose tangible and significant consequences on those who commit serious human rights abuse or engage in corruption, as well as ... protect the financial system of the United States from abuse by these same persons.” Under the EO, Magnitsky Act anti-corruption sanctions may also be imposed on individuals and entities who have “materially assisted, sponsored, or provided financial, material, or technological support for, or goods or services to or in support of, parties that have engaged in the above [corrupt] activities.”

Within USAID programming, certifications regarding prospective grantees’ ties to terrorist organizations have served as an effective deterrent. Grantees are on notice that concealing or failing to exercise due diligence in identifying and disclosing prior relationships with terrorist organizations can result in potential criminal, civil, and administrative liability. With no similar certification requirement for prospective awardees concerning past relationships with corrupt actors sanctioned under the Magnitsky Act, USAID places its programs at risk of being compromised by parties seeking to divert foreign assistance dollars for illicit purposes or to further their personal interests. [OIG informed USAID](#) about this vulnerability in 2022, but the Agency has yet to formally respond.

Potential Fix: Require a certification disclosing a prospective awardee’s relationship with sanctioned or otherwise known corrupt entities.

III: Limitations in obtaining data about USAID-funded subawardees

Currently, USAID does not maintain a comprehensive internal database of subawardees. While USAID implementing partners submit subawardee information to the Federal Subaward Reporting System, there are numerous data gaps, and reporting is not always required. For example, in programmatic areas like Ukraine where safety is a concern, subawards are either removed from the system or not reported at all to protect the identity of subawardees.

The lack of a centralized and comprehensive internal database of subawardees delays OIG investigative activity and our ability to check with trusted foreign law enforcement partners to see if fraud allegations or findings against a local entity involve USAID funds.

Potential Fix: USAID should develop and maintain a comprehensive internal database of subawardees tied to its prime awards.

Conclusion

OIG is committed to providing timely and independent oversight to help inform USAID policy considerations and hold bad actors accountable. We appreciate the Agency Review Team's request for our insights on potential solutions to vulnerabilities, which, if implemented, would enhance OIG investigative efforts and further safeguard U.S. taxpayer dollars. We also invite you to read our [Top Management Challenges Facing USAID in Fiscal Year 2025](#) report for a broader discussion of the systemic challenges USAID faces across its programs and operations.

Attachments

- Attachment 1: Reporting Obligations Chart
- Attachment 2: World Food Programme and USAID Office of Inspector General (OIG) Investigation Terms Concerning Privileges and Immunities and Legal Process

Requirement/Action	PIOs	NGOs (US)	NGOs (NON-US)	Contractors
Mandatory Disclosures of Prohibited Conduct	<p>ADS 308mab - Standard Provisions for Cost-Type Agreements with PIOs</p> <p>ADS 308mab M.17 (e) (cost type agreements)</p> <p>The recipient and USAID agree to promptly bring knowledge of prohibited conduct in relation to the agreement, of which the recipient or USAID has been informed or has otherwise become aware, to the attention of the recipient's internal oversight body. When the recipient becomes aware of credible allegations of prohibited conduct, the recipient will promptly inform the USAID Office of the Inspector General (OIG), and upon reasonable request, the recipient agrees to provide further available relevant information, unless disclosure of such information would be inconsistent with the recipient's rules and procedures concerning disclosure of information. [emphasis added]</p>	<p>ADS 303 - Standard Provisions for US NGOs</p> <p>ADS 303maa M.28. (a)</p> <p>Consistent with 2 CFR §300.113, applicants, recipients, and subrecipients of a Federal award must promptly disclose whenever, in connection with the award (including any activities or subawards), it has credible evidence of any violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). Applicant and recipient disclosures must be made in writing to the USAID Office of Inspector General (OIG), with a copy to the cognizant Agreement Officer. Subrecipient and contractor disclosures must be made in writing to the USAID OIG, with a copy to the prime recipient (pass-through entity). [emphasis added]</p>	<p>ADS 303 - Standard Provisions for Non-US NGOs</p> <p>ADS 303mab M.26. (b), (c)</p> <p>(a) Consistent with 2 CFR §300.113, applicants, recipients, and subrecipients of a Federal award must promptly disclose whenever, in connection with the award (including any activities or subawards), it has credible evidence of any violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). Applicant and recipient disclosures must be made in writing to the USAID Office of Inspector General (OIG), with a copy to the cognizant Agreement Officer. Subrecipient and contractor disclosures must be made in writing to the USAID OIG, with a copy to the prime recipient (pass-through entity). [emphasis added]...</p> <p>(d) The recipient must include this mandatory disclosure agreement in all subawards and contracts under this award.</p>	<p>ADS 302 -USAID Direct Contracting</p> <p>ADS 302.2.8.12</p> <p>COs must insert the FAR clause FAR 52.203-13, Contractor Code of Business Ethics and Conduct, in solicitations and contracts when the estimated value of the contract is over \$6,000,000 and the period of performance is 120 days or more. Pursuant to this clause, contractors that have credible evidence of violations of Federal criminal law, including fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C.) or violations under the Civil False Claims Act (31 U.S.C. 3729-3733), must make timely written disclosure of the violation(s) to the Office of the Inspector General (OIG), and provide a copy to the CO. [emphasis added]</p>
Confidentiality	<p>ADS 308mab M.17 (f)</p> <p>Any information or documentation provided in accordance with subparagraph e. above will be treated by USAID OIG with utmost discretion in order to ensure, inter alia, the probity of any investigation, protect sensitive information, maximize the prospect of recovery of funds, ensure the safety and security of persons or assets, and respect the due process rights of all involved. OIG will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to USAID personnel will be available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with the recipient. USAID and OIG will obtain the express written authorization of the recipient before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by law and is not subject to the recipient's privileges and immunities under international and/or Federal law (such as information/documentation constituting UN archives). [emphasis added]</p>	N/A	N/A	<p>FAR 52.203-13 (b)(3)(i)</p> <p>The Contractor shall timely disclose, in writing, to the Agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed-</p> <p>(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or</p> <p>(B) A violation of the civil False Claims Act (31 U.S.C. 3729- 3733).</p>
Reporting of Sexual Exploitation and Abuse	<p>ADS 308mab M.19 (Standard)</p> <p>b. (1) The recipient will promptly inform USAID's Office of Inspector General (OIG) of allegations of SEA credible enough to warrant an investigation, in cases that: (i) are directly related to the activities funded by this agreement; or (ii) in the recipient's view, would have a significant impact on the partnership between the recipient and USAID or the U.S. Government. The notification should indicate, as available and applicable, the following: nature, date, and location of the alleged misconduct; date of first report to the recipient; involvement of any implementing partner(s); state of affairs concerning the investigation; action that will be taken by the recipient; and whether the case has been referred to law enforcement. The recipient will provide updates on the status of the case, as appropriate.</p> <p>(2) Upon request from USAID or USAID's OIG, the recipient agrees to provide further available, relevant information for allegations notified under paragraph (1) unless disclosure of such information would be inconsistent with the recipient's rules and procedures concerning disclosure of information.</p> <p>c. . . . The OIG will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to USAID personnel will be available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with the recipient. USAID and OIG will obtain the written authorization of the recipient before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by U.S. Federal or international law applicable to USAID and is not subject to the recipient's privileges and immunities under international and/or Federal law (such as information/documentation constituting UN archives). [emphasis added]</p>	<p>ADS 303maa M.27 (d)</p> <p>(1) The recipient must immediately inform, in writing, the Bureau for Management, Office of Management Policy, Budget, and Performance, Responsibility, Safeguarding, and Compliance Division (M/MPBP/RSC) at disclosures@usaid.gov, with a copy to the Agreement Officer, and the USAID Office of Inspector General (OIG) whenever the recipient receives credible information from any source that alleges the recipient, subrecipient, employee, agent, intern, or any other person provided access or contact with beneficiaries under the award has engaged in activities prohibited in paragraph (b)(1) of this provision; and</p> <p>(2)As soon as practicable, the recipient must provide in writing, as specified above:</p> <p>(i) additional information on any actions planned or taken in response to the allegation; and</p> <p>(ii) any actions planned or taken to assess, address, or mitigate factors that contributed to the incident....</p> <p>(4) In providing any notifications under this subsection, the recipient should not share PII, unless specifically requested by the Agency or USAID OIG.</p> <p>[emphasis added]</p>	<p>ADS 303mab M.25 (d)</p> <p>(1) The recipient must immediately inform, in writing, the Bureau for Management, Office of Management Policy, Budget, and Performance, Responsibility, Safeguarding, and Compliance Division (M/MPBP/RSC) at disclosures@usaid.gov, with a copy to the Agreement Officer, and the USAID Office of Inspector General (OIG) whenever the recipient receives credible information from any source that alleges the recipient, subrecipient, employee, agent, intern, or any other person provided access or contact with beneficiaries under the award has engaged in activities prohibited in paragraph (b)(1) of this provision; and</p> <p>(2)As soon as practicable, the recipient must provide in writing, as specified above:</p> <p>(i) additional information on any actions planned or taken in response to the allegation; and</p> <p>(ii) any actions planned or taken to assess, address, or mitigate factors that contributed to the incident....</p> <p>(4) In providing any notifications under this subsection, the recipient should not share PII, unless specifically requested by the Agency or USAID OIG.</p> <p>[emphasis added]</p>	N/A
Reporting of Sexual Exploitation and Abuse (UN only)	<p>ADS 308mab M. 19-Alt. (UN)</p> <p>b. (1) When the recipient reports an allegation of SEA to, or becomes aware of an allegation reported through, the UN Secretary-General's reporting mechanism that is directly related to the activities funded by this agreement or, in the recipient's view, would have a significant impact on the partnership between the recipient and USAID or the U.S. Government, the recipient will promptly notify USAID's Office of the Inspector General (OIG) of the report and the relevant agreement number, if applicable.</p> <p>(2) Upon request from USAID or USAID's OIG, the recipient agrees to provide further available relevant information for allegations notified under paragraph (1) unless disclosure of such information would be inconsistent with the recipient's rules and procedures concerning disclosure of information.</p> <p>c. . . . OIG will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to USAID personnel is available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with the recipient. USAID and OIG will obtain the written authorization of the recipient before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by U.S. Federal or international law applicable to USAID and is not subject to the recipient's privileges and immunities under international and/or Federal law (such as information/documentation constituting UN archives). [emphasis added]</p>	N/A	N/A	N/A

World Food Programme and USAID Office of Inspector General (OIG) Investigation Terms Concerning Privileges and Immunities and Legal Process

1 August 2024

1. Reference is made to the letter transmitted January 3, 2024 requesting WFP's cooperation to provide certain specified information and documentation in relation to a USAID OIG review of USAID-funded awards to WFP for assistance programming in Ethiopia.
2. USAID OIG and WFP confirm that the terms of the agreements between WFP and USAID for those awards, and the Memorandum of Understanding between the USAID OIG and the Office of the Inspector General of WFP of 14 March 2023 (together, the "Agreements"), apply to the cooperation between USAID OIG and WFP in respect of this review. The terms set forth in this document are intended to complement the Agreements' terms on information sharing and privileges and immunities.
3. Any information or documentation that WFP shares with USAID OIG in the context of this review is shared in accordance with the Agreements, independent of any legal process, and without prejudice to WFP's privileges and immunities or those of its employees. Such information includes, without limitation, any documents, records, data, coordinates, contracts, interviews with WFP employees or third parties, such as WFP's cooperating partners, the transcripts thereof, formal and informal communications between USAID OIG and WFP, and any other information that may be shared by WFP with USAID or USAID OIG ("Review Information").
4. The Review Information will be treated as strictly confidential by USAID OIG in accordance with the terms of the Agreements.
5. Under the Convention on the Privileges and Immunities of the United Nations, WFP and its employees are immune from legal process and its archives are inviolable. In cooperating with USAID OIG's review, WFP is neither expressly nor impliedly waiving its own privileges and immunities or those of its employees, nor is it submitting itself or its employees to the jurisdiction of any court or national authority. Further, neither WFP nor its employees are, in cooperating with USAID OIG, responding to a legal process. Any use of the Review Information or inclusion of WFP or WFP employees (whether as subjects or witnesses) in a legal process would require the express grant of a waiver of immunity by the Secretary-General of the United Nations and the Director-General of the Food and Agriculture Organization of the United Nations or other duly authorized officers.
6. Without prejudice to Paragraph 4, before disclosing any Review Information to individuals or entities outside of the USAID OIG or USAID for any reason, USAID OIG will notify WFP in writing and consult with WFP in advance of such disclosure, at which point WFP may assert its or its employees immunities to the receiving party. USAID OIG will inform the receiving party of the confidential and inviolable nature of the Review Information, and of WFP's position that a waiver of WFP's or its employees' immunities would need to be expressly granted by the Secretary-General of the United Nations and the Director-General of the Food and Agriculture Organization of the United Nations, were the recipient to wish to use such information or include WFP or WFP employees (whether as subjects or witnesses) in a legal process.