

ADMINISTRATIVE AGREEMENT

This Administrative Agreement (“Agreement”) is made between the United States Agency for International Development (USAID), acting through its Suspending and Debaring Official (“SDO”), and, pursuant to authority granted by its respective Board of Directors, GOAL and its affiliates GOAL International (“GOAL UK”) and GOAL USA Fund (“GOAL USA”).

I. PREAMBLE

- A.** GOAL, a non-profit humanitarian organization headquartered in Dublin, Ireland, is party to awards with USAID. These awards include two now-expired cooperative agreements with the Office of Foreign Disaster Assistance (“OFDA”) for emergency support to conflict-affected internally displaced and host communities within Syria, as well as two Food for Peace (“FFP”) awards for food basket, voucher, and flour programs in the country.
- B.** GOAL’s affiliates include GOAL UK, a limited company registered in the United Kingdom, and GOAL USA, a not-for-profit corporation incorporated in Delaware.
- C.** On July 27, 2016, USAID’s Bureau for Management, Office of Management Policy, Budget, and Performance, Compliance Division (“M/MPBP/Compliance”) received a referral from USAID’s Office of the Inspector General (“OIG”) detailing alleged corrupt activities of certain GOAL employees and various related failures of the organization’s internal controls and procurement systems. These failures compromised the integrity of USAID-funded awards administered by GOAL.
- D.** Actors alleged to be directly engaged in corruption and conflicts of interest included both field office staff and members of GOAL’s senior management team
- E.** USAID has ongoing concerns with GOAL’s present responsibility centered in three areas: (1) Procurement System Weaknesses, (2) Mishandling of Conflicts of Interest, and (3) Inadequate Investigation Function.
- F.** USAID acknowledges that GOAL responded proactively from the time the OIG’s allegations of fraud were brought to the attention of its Board of Directors (the “Board”) in April 2016. GOAL undertook immediate protective and remedial measures. GOAL represents that all individuals alleged to be involved in the corruption scheme have since terminated their involvement with GOAL. The organization has made changes to its senior management team, including the departures and appointments of key individuals as well as a general overhaul of its management structure. GOAL is also undertaking a number of systemic reforms in the specific areas of vulnerability identified. Significant remedial measures in these areas continue to unfold, stewarded by multiple staff additions and consultants with the appropriate expertise.
- G.** Since its Board learned of the OIG investigation, GOAL has maintained a posture of active cooperation with all USAID stakeholders. GOAL has cooperated fully with the

OIG investigation, and has been engaged with M/MPBP/Compliance starting in August 2016 through a series of in-person meetings, teleconferences, and written submissions.

- H. GOAL accepts and acknowledges responsibility for procurement system weaknesses, mishandling of conflicts of interest, and an inadequate investigation function that compromised the integrity of its USAID-funded awards.
- I. GOAL has expressed an interest in demonstrating that, notwithstanding the facts set forth herein, GOAL can be trusted to deal fairly and honestly with the Government and that suspending or debaring GOAL from future procurements and nonprocurements is not a necessary protection at this time.
- J. USAID and GOAL recognize that this Agreement (i) has been negotiated in good faith and (ii) is entered into without the admission or adjudication of any issue of fact or law not recited herein.
- K. USAID and GOAL agree that 2 C.F.R § 180.800 provides a basis to exclude GOAL based upon outstanding concerns in the areas identified above, as reform measures are ongoing and more time is necessary to demonstrate their effectiveness. USAID has determined, however, that based upon the information currently known to USAID, GOAL's corrective actions, remedial actions, and further undertakings made by GOAL with this Agreement provide adequate assurance that GOAL's future dealings with the Government will be conducted responsibly, and that suspension or debarment is not necessary at this time. GOAL and USAID further agree this Agreement is authorized by 2 C.F.R. § 180.650 to settle the current administrative proceedings.

NOW THEREFORE, in consideration of the promises set forth herein and for good and valuable consideration, the parties mutually agree as follows:

II. TERM AND SCOPE OF THE AGREEMENT

- A. Term: The period of this Agreement shall be two (2) years from the Effective Date. At the SDO's sole discretion, of his/her own volition or at the request of GOAL, this Agreement may be terminated earlier.
- B. Effective Date: The Effective Date of this Agreement will be the date of signature by the SDO.
- C. Scope: Unless otherwise specified, the word "Employee(s)" in this Agreement includes GOAL's officers; permanent and temporary employees; full-time, part-time, and subcontracted employees; domestic and internationally-located employees and consultants; and members of the Board of Directors.

III. NOTIFICATION OF AGREEMENT

Within thirty (30) days of the Effective Date of this Agreement, the General Manager of GOAL shall ensure that a notice stating that GOAL has entered into this Agreement with USAID is prepared and displayed in prominent places accessible to all Employees, namely prominently displayed in GOAL's head office and in all field offices, posted on the GOAL intranet/portal, and distributed to all GOAL staff who have GOAL email facilities. A copy of the notice from the General Manager will be forwarded by GOAL to USAID for approval prior to distribution. The notice shall state:

- A. The basis for the Agreement, including the conduct that gave rise to it;
- B. GOAL's commitment to observe all applicable laws and regulations, and to maintain the highest standards in conducting business with the U.S. Government, including USAID;
- C. A description of the key features of GOAL's Business Ethics and Compliance Program;
- D. The name, address, hotline, local telephone number, and email address of GOAL's CEO office (ceoffice@goal.ie), which is monitored by the General Manager/Chief Executive Officer, Head of Compliance and Ethics ("HCE"), Head of the Investigative Unit, Head of Programmes, and Head of Internal Audit.
- E. The availability of the HCE for consultation on any questions concerning GOAL's business practices or employee responsibilities, including required reporting of improprieties; and
- F. That all improprieties regarding GOAL's operations shall be reported to the HCE, and that employees may make such reports confidentially or anonymously, without fear of retaliation.

IV. VOLUNTARY ABSTENTION

- A. GOAL agrees to voluntarily abstain from directly bidding on or soliciting new United States Federal procurement and non-procurement in countries and/or program areas in which GOAL has not performed work in the last year.
- B. This abstention is for a period of twelve (12) months from the Effective Date. Six (6) months from the Effective date of this Agreement, USAID, in the sole discretion of the SDO, may elect to terminate GOAL's voluntary abstention, reinstating its ability to bid on and solicit Federal procurement and non-procurement awards. If questions arise or interpretation of the intended abstention is in question, USAID reserves the right to make final decisions on the scope of the abstention.

V. INDEPENDENT CONSULTANT

- A. Appointment of Independent Consultant: Within forty-five (45) days of the Effective Date of this Agreement, the Internal Audit & Risk Committee of GOAL's Board of Directors shall select an Independent Consultant, at GOAL's sole expense, to observe, review and report on GOAL's compliance with this Agreement and the effectiveness and

continued improvement of GOAL's corporate ethics and compliance program. The Audit & Risk Committee shall provide USAID with the name, contact information, current position, and resume of the nominee for USAID approval. Should USAID reject the Independent Consultant, the Audit & Risk Committee shall promptly nominate another Independent Consultant for USAID approval. Any change of Independent Consultant requires prior USAID approval. Should USAID become dissatisfied with the performance of the Independent Consultant, USAID may at its election require GOAL to propose a new Independent Consultant, subject to USAID approval. The Independent Consultant shall be an independent third-party, and not a current or former employee or agent of GOAL or any of GOAL's affiliated companies. No attorney-client relationship shall be formed between GOAL and the Independent Consultant. GOAL shall not employ or be affiliated with the Independent Consultant for a period of one year from the termination of this Agreement. If the Independent Consultant resigns or is otherwise unable to fulfill its obligations, the Audit & Risk Committee shall promptly nominate a candidate to serve as the new Independent Consultant.

- B. Nature of Employment:** The Independent Consultant is both a compliance asset to GOAL and an independent check for USAID upon GOAL's compliance with the terms of this Agreement and on the effectiveness of GOAL's corporate ethics and compliance program. The Independent Consultant shall provide a quarterly written report to GOAL and the Audit & Risk Committee throughout the term of this Agreement, to include assessment and tracking of the organization's ethical culture. Copies of those reports shall be simultaneously provided to USAID. The first such report shall be due three (3) months after the appointment of the Independent Consultant or at the next scheduled quarterly meeting of the Audit & Risk Committee, whichever is later. The Independent Consultant shall also provide ongoing guidance and advice to the Audit & Risk Committee and to GOAL regarding the implementation and improvement of its compliance program. The Audit & Risk Committee, GOAL and its Directors, Employees, consultants and agents shall cooperate fully with the Independent Consultant, including providing any non-privileged documents and submitting to interviews requested by the Independent Consultant.
- C. Access to Information:** GOAL shall ensure that the Independent Consultant is fully informed about all aspects of GOAL's United States Government Federal procurement and non-procurement activities. The Independent Consultant shall have complete and unfettered access to, and the right to make copies of, all non-privileged books, records, accounts, correspondence, files and other documents and electronic records of GOAL pertaining to this Agreement. The Independent Consultant shall treat financial and proprietary information as confidential. In the event GOAL withholds from the Independent Consultant access to information, documents, records, facilities or Employees on the ground that the information, documents, records or Employees, are protected from disclosure by the attorney-client privilege or the attorney work-product doctrine, GOAL shall provide written notice of this determination to the Independent Consultant and USAID. Such notice shall include a description of the nature of the information, records, information or individuals that are being withheld, as well as the basis for the claim.

- D. Particular Duties: It will be the Independent Consultant's duty to advise the Audit & Risk Committee, the HCE, and GOAL management concerning implementation of this Agreement, including reviewing, developing and checking the operation of GOAL's policies, procedures and practices designed to ensure compliance with the terms of this Agreement, and to provide guidance and advice to GOAL regarding the implementation and continued improvement of its compliance program. The Independent Consultant will, at its discretion, investigate complaints concerning GOAL's compliance with this Agreement.
- E. Annual Certification of Independence: Upon selection, and upon each anniversary of the Effective Date of this Agreement, the Independent Consultant shall furnish USAID with an affidavit that it has no financial interest in, or other relationship with, GOAL or its affiliates, other than that arising from its appointment as the Independent Consultant. The affidavit shall also certify that its representation of any other person or entity will not create a conflict of interest, or appearance thereof, in fulfilling its responsibilities as an Independent Consultant. Any change in relationships that would affect these certifications shall be reported to USAID before they occur or as soon as the Independent Consultant or GOAL learns of them.

VI. GOAL INTEGRITY OBLIGATIONS

GOAL shall establish and maintain throughout the term of this Agreement a corporate Business Ethics and Compliance Program ("the Program") that covers all Employees. The Program shall be maintained so as to ensure that GOAL and its Employees act with the business honesty and integrity required of a U.S. Government partner, and that GOAL operates in compliance with all applicable laws, regulations, policies, and terms of any contract or covered transaction. Components of the Program shall include, at a minimum, the following elements:

A. Compliance Obligations of Certain Employees and the Board of Directors of GOAL

1. Changes in Senior Management: GOAL shall provide USAID with notification of new additions to, or departures of, its Senior Management Team and Board within ten (10) days of any such change during the term of this Agreement. In addition, for new hires, curriculum vitae, as well as a projected timeline for on-boarding shall be provided.
2. Head of Compliance and Ethics: GOAL shall maintain a HCE for at least the term of this Agreement. The HCE shall be responsible for managing all aspects of GOAL's Program, inclusive of evaluating, improving and monitoring compliance with policies, procedures, and practices designed to ensure compliance with the GOAL's Business Ethics and Compliance Program and with applicable federal law, including, without limitation, federal procurement laws and regulations, the Foreign Corrupt Practices Act, federal antitrust laws, the False Claims Act, the Major Fraud Statute, and statutes and regulations concerning conflicts of interest and procurement integrity. The HCE shall be a member of the senior management who reports directly to the General Manager of GOAL and shall make periodic (at least

quarterly) reports regarding compliance with this Agreement and compliance matters directly to the Audit & Risk Committee of GOAL and the General Manager of GOAL. Copies of these quarterly reports shall be provided to USAID. At USAID's request, GOAL shall make the HCE available to meet with USAID's SDO (or designee) to discuss these reports and compliance matters. The HCE shall not be, or be subordinate to, the Chief Financial Officer or the General Counsel. GOAL shall report to USAID, in writing, any changes in the identity, authority, or position description of the HCE, or any actions that would affect the HCE's ability to perform the duties necessary to meet the obligations of the Agreement, within ten (10) days of any such change.

3. Audit & Risk Committee: GOAL shall maintain the Audit & Risk Committee of its Board of Directors for at least the term of this Agreement. The Audit & Risk Committee shall consist of at least five (5) members, of which at least three (3) are outside independent directors. The Audit & Risk Committee's charter shall require that at least one member possess competence in accounting and/or auditing. GOAL shall report to USAID, in writing, any changes in the composition of the Audit & Risk Committee, or actions taken that would affect the Audit & Risk Committee's ability to perform the duties necessary to meet the obligations of this Agreement within ten (10) days after such a change.
 - a) Compliance Obligations of the Audit & Risk Committee. The Audit & Risk Committee shall be responsible for the review and oversight of matters related to compliance with this Agreement, including the reporting and disclosure obligations herein. The Audit & Risk Committee also shall be responsible for review and oversight of overall GOAL compliance with applicable federal law, including, without limitation, federal procurement laws and regulations, the Foreign Corrupt Practices Act, federal antitrust laws, the False Claims Act, the Major Fraud Statute, and statutes and regulations concerning conflicts of interest and procurement integrity. The Audit & Risk Committee shall be responsible for oversight and direction of GOAL's HCE, Head of Internal Audit, and Head of the Investigation Unit, and shall be responsible for review of all GOAL internal investigations. As set forth in Section III(A) the Audit & Risk Committee will be selecting an Independent Consultant to observe, review and report on GOAL's compliance with this Agreement and the effectiveness and continued improvement of GOAL's corporate ethics and compliance program. In carrying out its responsibilities under this provision, the Audit & Risk Committee, consistent with its role as an oversight body and applicable law, may rely upon input from GOAL, the HCE, the Head of Internal Audit, the Head of the Investigation Unit, and the Independent Consultant, and shall undertake all efforts which, in its judgment, are necessary and consistent with applicable law.
 - b) The Audit & Risk Committee shall meet at least quarterly to review and oversee GOAL's Program, including its oversight of GOAL's compliance with this Agreement and applicable laws, and to consider and evaluate reports and

updates about the performance and activities of the HCE, the Head of Internal Audit, the Head of the Investigation Unit, and other GOAL compliance personnel. The Audit & Risk Committee, as consistent with applicable laws, may rely on input received from the HCE, the Head of Internal Audit, the Head of the Investigation Unit, and the Independent Consultant, and shall adopt and issue a written report summarizing its quarterly review and all actions taken as a consequence of that review. A copy of the quarterly reports shall be provided to USAID within five (5) business days of its completion.

- c) The Audit & Risk Committee shall also arrange for the Independent Consultant to monitor, review and issue quarterly reports on GOAL's compliance with this Agreement and the effectiveness of GOAL's Program including the activities of the HCE. The Audit & Risk Committee shall consider the results of the Program review as part of its assessment of GOAL's Program. The first such report shall be due three (3) months after the appointment of the Independent Consultant or at the next scheduled quarterly meeting of the Audit & Risk Committee, whichever is later. A copy of the Independent Consultant's semi-annual report shall be provided to USAID within five (5) business days of its completion.
- d) The Independent Consultant shall verify that members of the Board of Directors of GOAL, GOAL UK, GOAL USA, and GOAL's senior management team are in compliance with policies on disclosures of conflicts of interest. The review process will include risk-based analysis of third-party financial connections. The results of such reviews will form part of the Audit & Risk Committee's quarterly reporting obligation to USAID.

- 4. Responsibilities of General Manager and Chief Executive Officer: The General Manager,¹ shall be responsible for ensuring that GOAL complies with this Agreement and maintains the Program, that the Business Ethics and Compliance Program is maintained and updated as necessary, and that appropriate disciplinary actions are taken against those who violate the Code or applicable federal laws. At such time as GOAL hires a Chief Executive Officer, he or she will undertake all responsibilities of the General Manager outlined herein.
- 5. The General Manager, in coordination with the Audit & Risk Committee and the Independent Consultant, shall also be responsible for ensuring that GOAL adopts and follows business practices, procedures, policies and internal controls for compliance with this Agreement and with applicable laws including monitoring and auditing to detect criminal conduct, periodic evaluation of the effectiveness of the Program and a periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement or modify the Program as necessary.

¹ The General Manager position is a temporary position for one year. Recruitment is underway for a CEO of GOAL. If the General Manager is replaced by a CEO, all outlined responsibilities shall transfer to the CEO.

6. Additional Employee Obligations: The appropriate functions within GOAL, including the Head of the Investigation Unit, the Internal Audit Department, and HCE, in addition to its Independent Consultant will continually observe, review and report quarterly to the Audit & Risk Committee on GOAL's compliance with this Agreement and the effectiveness and continued improvement of GOAL's internal controls, inclusive of its Program and remedial Action Plan. Copies of such reports will be provided to USAID.

B. Written Standards

1. Code of Conduct: No later than sixty (60) days after the Effective Date of the Agreement, GOAL shall ensure that its Code of Conduct (the "Code") includes certain elements, as detailed below. Documentation of the updated Code shall be submitted to M/MPBP/Compliance no later than sixty (60) days after the Effective Date of the Agreement.
 - a) GOAL's Code shall set forth, at a minimum, the following:
 - i. GOAL's commitment to the maintenance of the business integrity and honesty required of a U.S. Government awardee, and GOAL's further commitment to ensuring that its performance is in strict compliance with the terms and conditions of its government awards and all applicable federal laws, including, without limitation, federal procurement and non-procurement laws and regulations, the Foreign Corrupt Practices Act, federal antitrust laws, the False Claims Act, the Major Fraud Statute, and statutes and regulations concerning conflicts of interest and procurement integrity;
 - ii. The requirement that all of GOAL's Employees are expected to comply with the Code and to report to the HCE or other appropriate person designated by GOAL, suspected violations of the Code and all applicable federal law;
 - iii. A discussion of the consequences to both GOAL and its Employees of any failure to abide by the requirements of the Code, or any applicable federal law;
 - iv. The right and obligation of all individuals to use GOAL's disclosure program described in Section VI.E hereof and GOAL's commitment to non-retaliation and to maintain confidentiality or anonymity with respect to such disclosures;
 - v. A statement of GOAL's commitment to comply with the applicable provisions of the Federal Acquisition Regulation (FAR) and Code of Federal Regulation (CFR) governing GOAL's responsibility and all other applicable laws and regulations governing GOAL's responsibility concerning the conduct of Government awardees or subawardees;

- vi. A statement of GOAL's commitment to fully cooperate with any Government agencies responsible for investigations or audits;
 - vii. Specific standards of conduct for Employees concerning their business dealings with the Government on behalf of GOAL;
 - viii. Notice that GOAL will, subject to applicable employment law, immediately discipline, to include termination if appropriate, Employees whose conduct violates the basic tenets of business integrity and honesty set forth in the Code or applicable federal laws;
- b) Once updated, GOAL shall ensure that all current Employees have certified that they have received, understand and will comply with the Code. This action shall be completed within sixty (60) days after the updates of the Code.
 - c) GOAL shall require all new Employees to certify in writing that they have received, read, understood, and shall abide by the Code. These certifications shall be obtained within thirty (30) days after employment.
 - d) GOAL shall make the promotion of, and adherence to the Code an element in evaluating performance of all Employees.
 - e) After establishment of the Code, the HCE shall be responsible for evaluating, improving and monitoring compliance with policies, procedures, and practices designed to ensure compliance with GOAL's Code and with applicable federal law. In order to ensure this compliance, GOAL, through its HCE, shall periodically, but no less than annually, review the Code to determine if revisions are appropriate and shall make any necessary revisions, distributing any revised Code within thirty (30) days after the revisions are finalized by the HCE. Each Employee shall certify, in writing, that he or she has received, read, understood, and shall abide by the revised Code within thirty (30) days after its distribution.
 - f) The Audit & Risk Committee shall certify in writing that GOAL is adhering to its Code on a quarterly basis and present this certification to USAID along with a list of all employees who signed the Code during the quarter.

2. Policies and Procedures:

- a) Prior to the Effective Date of this Agreement, GOAL started to revise written policies and procedures regarding the operation of its compliance program, Procurement Manual, Conflict of Interest Policy, and Complaints Response. In order to ensure that such reforms continue, within sixty (60) days of the Effective Date of the Agreement, GOAL shall provide to USAID an updated, detailed remediation plan, with timeframes, for adoption of remaining policies and enhancements to internal controls. GOAL shall ensure that policies and procedures address or shall continue to address:

- i. GOAL's competition for and performance of its Government procurement and non-procurement projects, including GOAL's method for competing for and administering government projects and GOAL's system of internal controls. These controls shall facilitate timely discovery of improper conduct in connection with Government contracts and ensure that corrective measures are promptly instituted and implemented. These controls shall also identify the individuals responsible for performing, approving, and reviewing these tasks;
 - ii. The corporate structure, governance, and culture of GOAL related to ethics, compliance, and fraud prevention, and the submission of credible evidence of misconduct to USAID and other U.S. Government agencies;
 - iii. The measures implemented to ensure the effectiveness of training and education programs related to the above topics;
 - iv. To the extent not already accomplished, within forty five (45) days after the Effective Date of this Agreement a summary of GOAL's revised management structure and relevant policies shall be made available to all Employees. Knowledgeable staff shall be available to explain the policies and procedures as needed. A copy of this document shall be shared with USAID;
 - v. In addition to being themselves accountable for compliance with policies and procedures, GOAL management shall monitor Employee compliance and consider such compliance when making personnel decisions, including retention, promotion, and compensation.
- b) To the extent not already accomplished, within forty-five (45) days after the Effective Date of this Agreement, the relevant portions of the controls, policies, and procedures shall be made available to all Employees whose job functions relate to those policies and procedures. Knowledgeable staff shall be available to explain the policies and procedures as needed.

C. Training Requirements

1. GOAL represents that training will be provided to its employees on a regular basis concerning a variety of topics. Training required by this Agreement shall be at a level appropriate to the responsibilities, tenure and location of each employee. The training covered by this Agreement need not be separate and distinct from the regular training provided by GOAL, but instead may be integrated fully into such regular training so long as the training covers the areas specified below.
2. General Training: Within ninety (90) days after the Effective Date of this Agreement, GOAL shall provide at least one hour of General Training to each GOAL Employee. This training shall explain, at a minimum, the requirements of

this Agreement and the conduct that forms the basis of this Agreement; and GOAL's Program, including the Code and relevant policies, internal controls and procedures. This training will be carried out in person in each GOAL country office by the in-country Senior Management Team. Representative training materials shall be shared with USAID, and sign-in sheets made available for review on request.

3. Specific Training: Within one hundred and twenty (120) days after the Effective Date of this Agreement, all Employees, shall receive at a minimum two (2) hours of Specific Training applicable to their specific job functions in addition to the General Training described above. Representative training materials shall be shared with USAID, and sign-in sheets made available for review on request. Depending upon their job functions and responsibilities, Specific Training may include a discussion of:
 - a) Laws and regulations governing GOAL's activities, including, without limitation, federal procurement laws and regulations, the Foreign Corrupt Practices Act, federal antitrust laws, the False Claims Act, the Major Fraud Statute, and statutes and regulations concerning conflicts of interest and procurement integrity;
 - b) U.S. procurement laws, regulations, and policies and U.S. laws, regulations, and policies relative to cost accounting controls and the submission of true, accurate and complete cost accounting information to USAID and other federal agencies;
 - c) The personal obligation of each individual to comply with all applicable U.S. federal statutes, regulations and policies;
 - d) The legal sanctions (both personal and corporate) for violations of applicable U.S. federal statutes and regulations; and
 - e) Examples of improper practices or conduct related to applicable U.S. federal statutes and regulations.
4. To the extent GOAL has provided either General or Specific Training during 2016 that satisfies the requirements set out in this Section, that training shall satisfy the General and/or Specific Training requirements of this Section for the first reporting period.
5. New Employees shall receive General and Specific Training within thirty (30) days of beginning their new employment.
6. Persons providing training shall be knowledgeable about the subject areas of the training, including federal procurement laws and regulations and the rules governing cost accounting issues, as well as, without limitation, the Foreign Corrupt Practices Act, federal antitrust laws, the False Claims Act, the Major Fraud Statute,

and statutes and regulations concerning conflicts of interest and procurement integrity.

7. GOAL shall review the training annually, and, where appropriate, update the training to reflect relevant changes and any other relevant information.

D. Procurement System Requirements

1. GOAL will conduct regular risk-based reviews of select transactions, to include samples from all GOAL offices identified in the six (6) months prior to the Effective Date of the Agreement or during the term of this Agreement, as having vulnerabilities in their procurement systems. The above described transaction reviews are intended to check for fraud, misconduct and/or other irregularities, and shall be repeated on a quarterly basis for one year after the findings of procurement vulnerabilities that trigger the review become final or the conclusion of the term of this Agreement, whichever is earlier. The reviews described in this subsection may be conducted by the appropriate GOAL functions or by a third-party engaged by GOAL. GOAL will provide to USAID the Terms of Reference for such quarterly reviews by the appropriate GOAL functions or any third party engagements, and any written reports generated by the review within twenty-one (21) calendar days.

E. Disclosure Program

1. GOAL has started to implement a program designed to facilitate communications relating to compliance with all applicable federal statutes, regulations and programs. During the term of this Agreement, GOAL shall maintain such a "Disclosure Program" that includes a mechanism to enable individuals to disclose any issues or questions associated with GOAL's compliance policies, conduct, practices, procedures or any suspected incidents of improper conduct, to include conflicts of interest, fraud, waste, and abuse, or violation of the terms of any contract or this Agreement or any criminal, civil, or administrative law. GOAL shall prominently display to employees reporting mechanisms for fraud, waste, and abuse inclusive of the USAID OIG contact information as well as GOAL's hotline and any online/mobile reporting mechanisms.
2. The Disclosure Program shall emphasize a non-retaliation policy, and shall include a reporting mechanism for anonymous communications for which confidentiality shall be maintained. Disclosures, and information about such disclosures, made by individuals residing outside the United States shall be handled in accordance with Irish and additional applicable laws.
3. Upon receipt of a disclosure, the HCE shall gather all relevant information as practicable from the disclosing individual and shall make a preliminary, good faith inquiry into the allegations set forth in every disclosure to ensure that he or she has obtained all of the information necessary to determine whether further review should be conducted. For any disclosure that is sufficiently specific and credible,

the HCE or other GOAL designee shall conduct, or cause to be conducted, an internal review of the allegations set forth in the disclosure and ensure that proper follow up is conducted.

4. The Head of Investigation Unit or the HCE (or designee) shall maintain a disclosure log, which shall include a record and summary of each disclosure received, the status of the respective internal reviews or investigations, and any corrective action taken. The disclosure log shall be available to USAID upon request. GOAL shall not assert an attorney-client or work-product or other privilege with respect to the disclosure log.

F. Additional Reporting Requirements

1. In addition to submitting quarterly reports of the Audit & Risk Committee and Independent Consultant to USAID, a member of GOAL's Board, and an agreed upon representative of GOAL shall meet at least quarterly (or more frequently as necessary) with USAID's Suspending and Debarring Official (or designee) to discuss these reports and compliance matters generally. In addition, the General Manager of GOAL, in coordination with the Audit & Risk Committee and the Independent Consultant shall submit a written annual report to USAID describing the measures taken by GOAL during the reporting period to implement the compliance program and to ensure compliance with this Agreement. The first such report shall be due thirteen (13) months after the Effective Date of this Agreement. Notwithstanding such requirements, two months prior to the conclusion of this Agreement, the General Manger of GOAL, in coordination with the Audit & Risk Committee and the Independent Consultant shall prepare a final report for USAID and submit it not later than thirty (30) days prior to the final day of this Agreement.
2. The reports shall include:
 - a) A description of the training conducted that is required by this Agreement and the number of persons who attended, including a statement of the percentage of total employees trained year to date as of the date of the report;
 - b) Informal notifications or initiatives relating to the corporate compliance program;
 - c) A report identifying all calls made to or reports received by GOAL reporting alleged misconduct and any instances of suspected misconduct otherwise brought to the attention of management during the preceding twelve (12) months. For each matter, such reports shall summarize the allegations, the date and source (generically identified as employee, consultant, etc.), medium of the report, nature of the reported conduct, type and results of any internal investigation, whether the alleged misconduct was substantiated, corrective action and/or disciplinary action and the date of feedback to the source of the information. Matters pending resolution at the time of a reporting period shall be reported until final resolution of the matter is reported. If GOAL has received no reports during a reporting period, that fact shall be reported. The complete, non-privileged files on each

matter reported shall be available to USAID upon request and contain:

- i. A statement of any problem or weaknesses identified in audits of GOAL's Ethics and Compliance Framework, proposed or initiated remedial action and the status of any such remedial actions, including changes made based upon recommendations made by the Independent Consultant engaged by GOAL. If any recommendations of the Independent Consultant are not adopted, GOAL shall provide an explanation within the quarterly report as well as during the quarterly meetings;
 - ii. The initiation and status of any ongoing investigation of, or legal or administrative proceeding involving, alleged civil fraud or criminal misconduct related to the conduct of GOAL business operations, including times, places, and subject matter of search warrants, subpoenas, criminal charges, criminal or civil agreements, or suspensions, debarments or proposals for debarment.
3. GOAL's unexcused failure to meet these requirements on or before the dates agreed may be deemed by USAID to constitute a material breach of this Agreement.

VII. GOAL FINANCIAL OBLIGATIONS

A. Calculation of Losses and Payment of Identified Funds due to USAID: GOAL has expressed, in writing, its intent to pay restitution to USAID for any losses of USAID funds administered by GOAL caused by misconduct. GOAL shall continue to move in good faith toward quantifying restitution owed to USAID. At such time that an amount is identified, GOAL shall, within thirty (30) days, establish a payment plan.

VIII. GENERAL CONDITIONS

A. Notices:

1. Form of Notice. All notices, reports, or information required in the Agreement, and all other communications between the parties, shall be provided in writing.
2. Methods of Notice. All notices shall be given by (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by first class international registered or certified mail, postage prepaid, or (iv) by electronic mail, to the address of the party specified in this Agreement or to such other address as either party may hereafter specify in writing.
3. Receipt of Notice. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

If to GOAL:

GOAL
13 Cumberland Street,

Dun Laoghaire,
Co. Dublin,
Ireland
Attention: Celine Fitzgerald
Electronic Mail: ceoffice@goal.ie

If to USAID: U.S. Agency for International Development
M/MPBP/Compliance
1300 Pennsylvania Ave. NW
Washington, D.C. 20523
Attention: Kathleen K. Stohs
Electronic Mail: compliance@usaid.gov

- B. Languages:** All written materials and training materials related to GOAL's Program will be provided in English and in any other languages necessary to ensure that each employee understands all elements of the written materials and the training.
- C. Unallowable Costs:** All costs, defined in 2 C.F.R. § 200.435, incurred for or on behalf of GOAL in response to or in preparation of Government criminal, civil, or administrative actions arising out of the conduct described in the Preamble of the Agreement and all costs incurred by GOAL in connection with submissions, presentations, and appearances before USAID's Suspending and Debarred Official or her staff in negotiating, implementing and abiding by the terms of this Agreement, shall be unallowable costs, direct or indirect, for Government contract, grant, and cooperative agreement purposes. Also unallowable are GOAL's costs incurred to remedy any material deficiencies in its corporate compliance and ethics program. These unallowable amounts shall be separately accounted for by GOAL by identification of costs incurred: a) through accounting records to the extent possible; b) through memorandum records, including diaries and formal logs, regardless of whether such records are part of official corporate documentation, where accounting records are not available; and c) through good faith itemized estimates where no other accounting basis is available. Present and future costs of an ongoing corporate compliance and training program shall be allowable subject to the applicable cost principles of 2 C.F.R. § 200.
- D. Business Relationships with Suspended or Debarred Entities:** GOAL shall not knowingly employ, with or without pay, an individual listed as debarred, suspended, or otherwise ineligible for contracting by the U.S. Government ("listed individual"). Furthermore, GOAL shall not knowingly enter into any sub-award, purchase agreement, or other business relationship relating to U.S. Government awards with any individual or business entity listed as debarred, suspended, or otherwise ineligible for contracting by the U.S. Government ("listed contractor"). GOAL shall make reasonable inquiry into the listed contractor status of each prospective business associate, to include, at a minimum, review of the GSA's SAM, including the version of this list maintained by GSA on the internet. If GOAL concludes that there is a compelling reason for a U.S. Government awards related business relationship with a listed individual or a listed contractor, GOAL shall provide notice to the SDO, and, if a U.S. Government award, the cognizant Contracting

Officer or Agreement Officer in accordance with FAR 9.405-2(b) and 2 C.F.R. § 180.305, prior to entering such a business relationship.

- E. Legal Proceedings: GOAL shall notify USAID as soon as possible or within five (5) calendar days of the time GOAL learns of:
1. The initiation of any legal action or criminal or civil investigation, or service of a subpoena or search warrant by any governmental entity relating to a matter described in Section VIII(E) herein, if GOAL has reason to believe that they or any of their directors, officers, or employees is a target or subject of such investigation;
 2. Criminal charges brought by any governmental entity against GOAL or any directors, officers, or employees of GOAL;
 3. Any conviction or guilty plea or *nolo contendere* plea, deferred prosecution agreement, or pre-trial diversion agreement entered against GOAL or any directors, officers, or employees of GOAL;
 4. Any suspension, debarment or proposal for debarment issued by any governmental entity against GOAL or any directors, officers or employees of GOAL.
- F. Reports of Misconduct: In addition to the reports of misconduct required by this Agreement and any disclosure to the agency Office of the Inspector General and the contracting officer required by FAR 52.203-13 GOAL shall report to USAID, within five (5) days of a decision by management that it has credible evidence of misconduct that may constitute a violation of criminal law, or of civil law regarding procurement fraud, bribery or other misconduct, as it relates to GOAL business operations. The misconduct to be reported pursuant to this Article includes misconduct by any person, including, but not limited to, GOAL and its directors, officers and employees, GOAL's affiliates, GOAL's subawardees, GOAL's suppliers, and Employees, and Government employees, when related to the conduct of GOAL's businesses, and shall include credible evidence of misconduct disclosed to GOAL from any source relating to GOAL's business. GOAL will investigate all reports of such misconduct that comes to its attention and will notify USAID of the outcome of such investigations and any potential or actual impact on any aspect of GOAL's Government business. GOAL will take corrective action, including prompt restitution of any harm to the Government. GOAL will include summary reports of the status of each such investigation to USAID in the quarterly and annual reports submitted pursuant to the Agreement until each matter is finally resolved.
- G. Adverse Actions: GOAL represents that adverse actions taken, or to be taken by it against any employee or other individual associated with GOAL arising out of or related to the conduct at issue here were/are solely the result of GOAL's initiatives and decisions and were not the result of any action by, or on behalf of, agents or employees of the United States.

- H. Obligation for Continued Cooperation with USAID: GOAL shall cooperate fully with all Government agencies responsible for audits and investigations. In addition, GOAL shall cooperate fully with all Government agencies responsible for corrective action relating to the stated conduct, circumstances, and representations in the Preamble of this Agreement. Subject to European and Irish data protection legislation, GOAL agrees to continue to provide full and timely access to employees, records, documents, electronically-stored information and any other information or evidence to federal law enforcement upon request. Such full cooperation shall not require GOAL to waive attorney-client privilege or work product protection or any other applicable privileges or protections. If such cooperation is not provided, this failure to comply will serve as grounds for exclusion.
- I. Scope of Agreement; Suspension and Debarment Based upon Undisclosed Information or Independent Cause: This Agreement only affects those causes for exclusion that are detailed in the Preamble of this Agreement. This Agreement in no way restricts the authority, responsibility, or legal duty of USAID, or any other Federal agency to exercise any criminal or civil authority or consider and institute suspension or debarment proceedings against GOAL based upon (1) additional material information concerning the facts set forth in this Agreement or other communications from GOAL that were not disclosed by GOAL, (2) information constituting independent cause for suspension or debarment concerning facts or events not referenced herein, or (3) information constituting independent cause for suspension or debarment concerning the truth or accuracy of the statements and submissions made to USAID by GOAL during the course of discussions concerning this Agreement or the representations made by GOAL in this Agreement. This Agreement relates solely to suspension and debarment issues, pursuant to FAR Subpart 9.4 and 2 C.F.R. § 180 *et seq.*, and, except as expressly provided herein, in no way waives any criminal, civil, contractual, or other administrative remedy or right which the Government may have for the circumstances so described in this Agreement.
- J. Breach of Agreement and Survival of Cause for Debarment: GOAL's failure to meet any of its obligations pursuant to the terms and conditions of this Agreement, if determined by the USAID SDO to be a material breach of this Agreement, shall constitute a separate cause for suspension and/or debarment. Repeated, unexcused violations of non-material provisions of this Agreement may cumulatively constitute a material breach of the Agreement. The underlying causes for exclusion referenced in this Agreement survive the execution of this Agreement. GOAL shall notify the SDO prior to the established deadline of any delay in its ability to comply with any term of the Agreement so as to allow for discussion of the matter.
- K. Survival of Agreement:
1. If, during the term of this Agreement, GOAL merges with or is acquired by another entity or if more than fifty (50) percent of its assets by economic value are transferred to a separate entity (a "Covered Transaction"), this Agreement shall remain in force exclusively with respect to GOAL's transferred assets and programs within the new entity, and the successors and assigns of GOAL. GOAL shall

ensure that the protections granted to the U.S. Government by this Agreement are not compromised by any Covered Transaction.

2. Within seven (7) calendar days of entering into a memorandum of understanding, letter of intent, purchase agreement or other definitive agreement to engage in a Covered Transaction, GOAL shall provide to USAID a copy of (i) the relevant transaction documents effecting the Covered Transaction; and (ii) a statement from the other party or parties to the Covered Transaction indicating commitment to implement the terms of this Agreement.
 3. In the event that GOAL purchases or establishes a new business unit after the Effective Date of this Agreement, GOAL shall implement with respect to that business unit all provisions of this Agreement, including any training or education requirements, as soon as practicable following such purchase or establishment.
 4. Bankruptcy proceedings shall not prevent or stay the enforcement of this Agreement or any suspension or debarment proceedings USAID or any other Federal agency deems to be appropriate should GOAL fail to comply with the terms of the Agreement, or engage in such other conduct that is cause for suspension or debarment.
- L. Truth and Accuracy of Statements, Materials and Submissions and USAID Reliance: GOAL represents that all statements, written materials, submissions and other information supplied to USAID by GOAL or its authorized representatives during the course of discussions with USAID preceding this Agreement are true and accurate in all material respects to the best of GOAL's information and belief. GOAL understands and acknowledges that in executing this Agreement, USAID relied upon and continues to rely upon the truth, accuracy and completeness of all such representations.
- M. Present Responsibility: By entering into this Agreement, USAID is not determining that GOAL is a responsible entity for any specific Government contract/agreement or covered transaction. GOAL's compliance with the terms and conditions of this Agreement shall constitute an element of GOAL's present responsibility for Government contracting or covered transaction purposes
- N. Restriction on Use: GOAL shall not use any term or condition of this Agreement, or the fact of the existence of this Agreement, for any purpose related to the defense of, or in mitigation of, any criminal, civil, or administrative investigation or action, other than investigations or actions relating to suspension or debarment, by any element of the Federal Government.
- O. Release: By execution of this Agreement, GOAL releases and shall hold harmless the U.S. Government, its employees, agents, and instrumentalities, in both official and personal capacities, of any and all liability or claims arising out of or otherwise related to GOAL's performance of this Agreement. Further, GOAL agrees not to file any claim

against the U.S. Government, its employees, agents, and its instrumentalities, in both official and personal capacities, in any forum or jurisdiction, with regard to any matter arising out of or otherwise related to GOAL's performance of this Agreement.

- P. Severability: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement.
- Q. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns.
- R. Modifications of Agreement: Modifications to this Agreement may be made only in writing and upon mutual consent of the parties to this Agreement.
- S. Paragraph Headings: The paragraph headings in this Agreement are inserted for convenient reference only and shall not affect the meaning or interpretation of this Agreement.
- T. Counterparts: This Agreement may be executed in one or more counterparts each of which shall be an original, but all of which, taken together, shall constitute one and the same Agreement.
- U. Public Document: The Agreement is a public document and may be distributed by USAID throughout the United States Government and entered into Government databases.
- V. Governing Law: This Agreement shall be governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Columbia.
- W. Representations: GOAL represents that its current leadership has full authority to enter into a binding Administrative Agreement with USAID. USAID enters into any agreement in reliance on this representation.
- X. Authorized Representative(s): The Chairperson of the respective board of directors of GOAL, GOAL UK and GOAL USA is fully authorized to execute this Agreement and represents that he/she has received all internal approvals necessary to bind GOAL.

FOR GOAL

Anne O'Leary

24 March 2017

Anne O'Leary
Chairperson

Date

FOR GOAL UK

Ross Niland
Chairperson

Date

FOR GOAL USA

Davis Fleming
Chairperson

Date

FOR UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

MAR 28 2017

Angelique M. Crumbly

Angelique M. Crumbly
USAID Suspending and Debarring Official

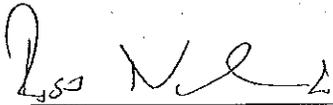
Date

FOR GOAL

Anne O'Leary
Chairperson

Date

FOR GOAL UK



Ross Niland
Chairperson

24/3/17
Date

FOR GOAL USA

Davis Fleming
Chairperson

Date

FOR UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

Angelique M. Crumbly
USAID Suspending and Debaring Official

Date

FOR GOAL

Anne O'Leary
Chairperson

Date

FOR GOAL UK

Ross Niland
Chairperson

Date

FOR GOAL USA



Davis Fleming
Chairperson

March 24th, 2017

Date

FOR UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

Angelique M. Crumbly
USAID Suspending and Debarring Official

Date