



USAID
FROM THE AMERICAN PEOPLE

ETHIOPIA

Request for Applications (RFA) No.: 663-A-08-002

Issuance Date: November 9, 2007

Closing Date: December 10, 2007

Closing Time: 5:30 p.m. Ethiopia Time

Subject: Human Rights Technical Assistance in Ethiopia

The United States Agency for International Development (USAID) is seeking applications for an Assistance Agreement for funding a two-year program entitled "Human Rights Technical Assistance in Ethiopia" as detailed in Section C – Program Description. The authority for this RFA is found in the Foreign Assistance Act of 1961, as amended.

The Recipient will be responsible for ensuring achievement of the program objective as described in the program description. Please refer to the Program Description for a complete statement of goals and expected results.

Pursuant to 22 CFR 226.81, it is USAID policy not to award profit under assistance instruments. However, all reasonable, allocable, and allowable expenses, both direct and indirect, which are related to the grant program and are in accordance with applicable cost standards (22 CFR 226, OMB Circular A-122 for non-profit organization, OMB Circular A-21 for universities, and the Federal Acquisition Regulation (FAR) Part 31 for-profit organizations), may be paid under the agreement.

Subject to the availability of funds, USAID intends to provide approximately \$1,028,000 in total USAID funding to be allocated over the two-year period.

USAID reserves the right to fund any or none of the applications submitted.

For the purposes of this program, this RFA is being issued and consists of this cover letter and the following:

1. Section A - Grant Application Format;
2. Section B - Selection Criteria;
3. Section C – Program Description;
4. Section D - Certifications, Assurances, and Other Statements of Applicant/Grantee;
5. Section E – Annexes.

For the purposes of this RFA, the term "Grant" is synonymous with "Cooperative Agreement"; "Grantee" is synonymous with "Recipient"; and "Grant Officer" is synonymous with "Agreement Officer".

If you decide to submit an application, it should be received by the closing date and time indicated at the top of this cover letter at the place designated below for receipt of applications.

Hard Copies Submission:

Applications and modifications thereof submitted in hard copies shall be submitted in envelopes with the name

U.S. Agency for International Development
Riverside Building
off Olympia /Haile G.Selassie
P. O. Box 1014
Addis Ababa, Ethiopia

Tel. : 251-11-5510088
Fax : 251-11-5510043
Website: www.usaidethiopia.org

USA Address:
2030 Addis Ababa Place
Washington, DC 20521-2030

and address of the applicant and RFA # (referenced above) inscribed thereon, to:

For hand-carried Address:

USAID/Ethiopia
Acquisition & Assistance Management Office
Riverside Building
off Haile Gebre Sellassie Rd/Olympia Rd
Addis Ababa, Ethiopia
Attn: Michael Rossman, Agreement Officer

For mailing Address:

USAID/Ethiopia
Acquisition & Assistance Management Office
2030 Addis Ababa Place
Washington, DC 20521-2030
Attn: Michael Rossman, Agreement Officer
(Note: *POUCH* can take up to two weeks)

Email Submissions:

Applications and modifications thereof submitted via email shall be submitted to the Agreement Officer at mrossman@usaid.gov and specialist at bteame@usaid.gov and the subject of the email shall clearly indicate **USAID-ETHIOPIA RFA # 663-A-08-002**.

The federal grant process is now web-enabled, allowing for applications to be received on-line. This RFA and any future amendments can be downloaded from the following web site: <http://www.grants.gov>. In order to use this method, an applicant must first register on-line with Grants.gov. **If you have difficulty registering or accessing the RFA, please contact the Grants.gov Helpdesk at 1-800-518-4726 or via e-mail at support@grants.gov for technical assistance. The Contact Center hours of operation are Monday-Friday, 7 a.m. to 9 p.m., Eastern Time; help is unavailable on Federal Holidays.** USAID bears no responsibility for data errors resulting from transmission or conversion processes associated with electronic submissions.

To be eligible for award, the applicant must provide all required information in its application, including the requirements found in any attachments to the Grants.gov opportunity.

Applicants are requested to submit both technical and cost portions of their applications in separate volumes. Award will be made to that responsible applicant whose application offers the greatest value to the government.

Issuance of this RFA does not constitute an award commitment on the part of the Government. The Government will not pay for costs incurred in the preparation and submission of an application. In addition, final award of any resultant grant(s) cannot be made until funds have been fully appropriated, allocated, and committed through internal USAID procedures. While it is anticipated that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for award. Applications are submitted at the risk of the applicant; should circumstances prevent award of a cooperative agreement, all preparation and submission costs are at the applicant's expense.

In the event of an inconsistency between the documents comprising this RFA, it shall be resolved by the following descending order of precedence:

- (a) Section B – Selection Criteria;
- (b) Section A – Grant Application Format;
- (c) Section C – Program Description;
- (d) This Cover Letter.

Questions:

Any questions concerning this RFA should be submitted in writing to via email to the Agreement Officer at mrossman@usaid.gov and the Agreement Specialist at bteame@usaid.gov by **Friday, November 16, 2007, 8:00 a.m. Ethiopia time**. Applicants should retain for their records one copy of all enclosures which accompany their application.

Sincerely,
//Signed//

Michael Rossman
Agreement Officer

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SECTION A - GRANT APPLICATION FORMAT

1. PREPARATION GUIDELINES

- a. All applications received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. Section B addresses the technical evaluation procedures for the applications. Applications shall be submitted in two separate parts: (a) technical and (b) cost or business application. When an applicant submits hard copies, three copies of each shall be submitted. Applicants are however encouraged to submit on-line or via email as described in the cover letter of this RFA.
- b. The application shall be prepared according to the structural format set forth below. Applications must be submitted no later than the date and time indicated on the cover page of this RFA, to the location indicated in the cover letter accompanying this RFA. Applications which are received late or are incomplete run the risk of not being considered in the review process. Late applications will only be considered for award if the Agreement Officer determines it is in the Government's interest.
- c. Technical applications should be specific, complete and presented concisely. A lengthy application may not in and of itself constitute a well thought out application. Applications shall demonstrate the applicant's capabilities and expertise with respect to achieving the goals of this program. The applications should take into account the technical evaluation criteria found in Section B.
- d. Page Limitation and Unnecessarily Elaborate Applications: Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective application in response to this RFA are not desired and may be construed as an indication of the prospective recipient's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentational aids are neither necessary nor wanted.
- e. Explanations to Prospective Recipients: Any prospective applicant desiring an explanation or interpretation of this RFA must request it in writing to the Agreement Specialist at the email address set forth in the RFA cover letter. Oral explanations or instructions given before award of a Cooperative Agreement will not be binding. Any information given to a prospective applicant concerning this RFA will be furnished promptly to all other prospective applicants as an amendment to this RFA if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective applicants.
- f. Applicants should retain for their records one copy of the application and all enclosures which accompany their application. Erasures or other changes must be initialed by the person signing the application. To facilitate the competitive review of the applications, applications shall conform to the format prescribed below.
- g. Submission of Applications by Email:
 1. Preferred software for email attachments: Microsoft Word (for narrative text) or Excel (for budgets), or PDF. Please convert your documents to any of these software programs before sending them to USAID. If we convert them for you, the resulting formatting may not be what you would like us to be reviewing.
 2. After you have sent your application by email, please immediately check your own email to confirm that the attachments you intended to send were indeed sent. If you discover an error in your transmission, please send the material again and note in the subject line of the email that it is a "corrected" submission. Please do not wait for USAID to advise you that certain documents intended to be sent were not sent, or that certain documents contained errors in formatting, missing sections, etc. Each applicant is responsible for its submissions, so please inspect your own emails.
 3. Please do not send the same email to us more than one time unless there has been a change, and if so, please note that it is a corrected email. If you send multiple copies of the same email, we do not know if there has been any change from one email to the next.
 4. Your organization should appoint one person to send in the email submissions. If we receive email submissions from more than one person in your organization, we do not know who the authorized person is, and we cannot tell whether there has been a change from one email to the next without considerable effort on our part.
 5. If you send your application by multiple emails, please indicate in the subject line of the email whether the email relates to the technical or cost proposal, and the desired sequence of multiple emails (if more than one is sent) and

of attachments (e.g. "no. 1 of 4", etc.). For example, if your organization's name is ABXY Consulting, and your cost proposal is divided and being sent in as two emails, the first email should have a subject line which says: "USAID-ETHIOPIA-617-07-005-RFA: ABXY, Cost Proposal, Part 1 of 2". If you do not do this clearly, we may not be sure of the correct order of the separate parts of your application. Our preference would be that each technical and each cost proposal be submitted as a single email attachment, e.g. that you consolidate the various parts of a technical proposal into a single document before sending it. But if this is not possible, please provide instructions on how the multiple parts are supposed to fit together, especially the sequence. What is obvious to you as the preparer of the document may not be obvious to us. Your application may not get optimal treatment if we are confused regarding the order and composition of your application.

h. The hard copies of applications and modifications thereof shall be submitted in sealed envelopes or packages addressed to the office specified in the cover letter of this RFA, with the RFA number, the name and address of the applicant, and whether the contents contain technical and/or cost proposals noted on the outside of the envelopes/packages.

i. Telegraphic applications **will not** be considered

j. Preparation of Applications:

1. Applicants are expected to review, understand, and comply with all aspects of this RFA. Failure to do so will be at the applicant's risk.
2. Each applicant shall furnish the information required by this RFA. On the hard copies of applications, the applicant shall sign the application and certifications and print or type its name on the Cover Page of the technical and cost applications. Erasures or other changes must be initialed by the person signing the application. Applications signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
3. Applicants which include data that they do not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purposes should:

(a) Mark the title page with the following legend:

"This application includes data that shall not be disclosed outside the U.S. Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this application. If, however, a grant is awarded to this applicant as a result of - or in connection with - the submission of this data, the U.S. Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting grant. This restriction does not limit the U.S. Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in pages____"; and

(b) Mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this application."

2. TECHNICAL APPLICATION

The technical application will be the most important item of consideration in selection for award of the proposed activity. It should demonstrate the applicant's capabilities and expertise with respect to achieving the goals of this program. Therefore it should be specific, complete and presented concisely. It should take into account and be arranged in the order of the technical evaluation criteria specified in Section B.

Application Contents: The technical application may contain the following sections, as more fully explained below: (a) Cover Page, (b) Table of Contents, (c) Executive Summary, (d) Program Description, (e) Illustrative Implementation Plan and First Year Annual Work Plan, (f) Monitoring and Evaluation Plan, and (g) Annexes (Curriculum Vitae/Resumés, Past Performance References, and Letters of Commitment from implementing partners, if any). The technical application **may not exceed 20 pages in length, Times New Roman 12 pt font**, exclusive of the three annexes (curriculum vitae/resumés, past performance references, and letters of commitment from any implementing partners).

INSTRUCTIONS

The Technical Approach specified in paragraph 1 below will be evaluated on the overall merit (understanding of the institutional strengthening challenges facing both new and experienced governmental and non-governmental human rights organizations in improving their monitoring, investigation, case management and report capacities, and sound application of state-of-the-art technical knowledge, strategies and activities that have proven successful) and feasibility of the program approach and strategies proposed to achieve the HRTA Program's results.

The Project Management, Institutional Capacity, and Staffing components of the Technical Plan should include the information specified in paragraphs 2-5 below.

1. **Technical Approach:** The technical application must set forth the conceptual approach and techniques for accomplishing the stated objectives. As specific implementation strategies and activities will be defined through an assessment to be completed after the award is made, the application should:
 - a. Explain the institutional strengthening challenges facing both new and experienced governmental and non-governmental human rights organizations in developing countries;
 - b. Discuss the strategies and activities that have proven successful at achieving sustainable improvement of human rights monitoring, investigation, case management and report capacities of organizations in other countries, as well as buy-in from the full range of stakeholders, and how they might be applied effectively in this program.
 - c. Explain how gender sensitivity will be promoted in activities focused on improving curricula and training for staff, monitoring, investigation, case management and reporting procedures, and public outreach campaigns.
 - d. Provide an implementation plan for the required assessment of the Ethiopian Human Rights Commission and the Ethiopian Human Rights Council.
 - e. Include a draft Monitoring and Evaluation (M&E) Plan that tracks performance against indicators for the expected results for each of the four program components.
2. **Management Plan/Key Personnel:** Specify the composition and organization structure of the entire implementation team (including home office support) and describe each staff member's role, technical expertise, and estimated amount of time each will devote to the project. Indicate the name and provide a curriculum vitae for the Chief of Party (COP) to be assigned to this program activity. The COP will be considered key personnel. Proposed personnel not yet identified may be shown as "TBD" (to be determined).
3. **Organizational Capability:** Applicants must offer evidence of their technical resources and organizational expertise in addressing relevant problems and issues. Care should be taken to establish the relevance of past experience to this program and the basis for reliance upon that experience as an indicator of success on this program. Information in this section should include (but is not limited to) the following:
 - a. Brief description of organizational history/expertise;
 - b. Pertinent work experience and representative accomplishments in developing and implementing programs of the type required under the proposed RFA;
 - c. Evidence of a successful record of implementing projects overseas, and in Ethiopia, if applicable;
 - d. Relevant experience with proposed approaches;
 - e. Institutional strength as represented by the breadth and depth of experienced personnel in projects in relevant disciplines/areas;
 - f. Sub-recipient capabilities and expertise;
 - g. Proposed field management structure and financial controls; and
 - h. Home-office backstopping and its purposes.

4. **Past Performance:** Applications must include a complete list of all U.S. Governmental and/or privately funded contracts, grants, cooperative agreements, etc. involving similar or related programs received by your organization during the three years before the application. Include the following for each award listed:

- a. Name of awarding organization or agency;
- b. Address of awarding organization or agency;
- c. Place of performance of services or program;
- d. Award number;
- e. Amount of award;
- f. Term of award (begin and end dates of services/program);
- g. Name, current telephone number, current fax number, and email address (if one is available) of a responsible technical representative of that organization or agency; and
- h. Brief description of the program.

3. COST APPLICATION FORMAT

- a. The Cost or Business Application is to be submitted under separate cover from the technical application. Certain documents are required to be submitted by an applicant in order for an Assistance Officer to make a determination of responsibility. However, it is USAID policy not to burden applicants with undue reporting requirements if that information is readily available through other sources.
- b. The following sections describe the documentation that applicants for Assistance award must submit to USAID prior to award. While there is no page limit for this portion, applicants are encouraged to be as concise as possible, but still provide the necessary detail to address the following:
 - A. Include a budget with an accompanying budget narrative which provides in detail the total costs for implementation of the program your organization is proposing. The budget must be submitted using the attached Standard Form 424 and 424A, which can be downloaded from the USAID web site http://www.usaid.gov/procurement_bus_opp/procurement/forms/SF-424/;
 - the breakdown of all costs associated with the program according to costs of, if applicable, headquarters, regional and/or country offices;
 - the breakdown of all costs according to each partner organization (or sub-awardee) involved in the program;
 - the costs associated with external, expatriate technical assistance and those associated with local in-country technical assistance;
 - the breakdown of the financial and in-kind contributions of all organizations involved in implementing this Cooperative Agreement;
 - Your procurement plan for commodities (note that contraceptives and other health commodities will not be provided under this Cooperative Agreement).
 - B. A current Negotiated Indirect Cost Rate Agreement;
 - C. Required certifications and representations (as attached):
 - D. Applicants who do not currently have a Negotiated Indirect Cost Rate Agreement (NICRA) from USAID or another agency of the US Federal government shall also submit the following information:
 1. copies of the applicant's financial reports for the previous 3-year period, which have been audited by a certified public accountant or other auditor satisfactory to USAID;
 2. projected budget, cash flow and organizational chart;
 3. A copy of the organization's accounting manual.
 - E. Applicants should submit any additional evidence of responsibility deemed necessary for the Assistance

Officer to make a determination of responsibility. The information submitted should substantiate that the Applicant:

1. Has an adequate financial resource, or the ability to obtain such resources as required during the performance of the award.
 2. Has the ability to comply with the award conditions, taking into account all existing and currently prospective commitments of the applicant, nongovernmental and governmental.
 3. Has a satisfactory record of performance. Past relevant unsatisfactory performance is ordinarily sufficient to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance.
 4. Has a satisfactory record of integrity and business ethics; and
 5. Is otherwise qualified and eligible to receive a grant under applicable laws and regulations (e.g., EEO).
- F. Applicants that have never received a grant, cooperative agreement, or contract from the U.S. Government are required to submit a copy of their accounting manual. If a copy has already been submitted to the U.S. Government, the applicant should advise which Federal Office has a copy.
- G. Certificate of Compliance: Please submit a copy of your Certificate of Compliance if your organization's systems have been certified by the USAID/Washington's Acquisition & Assistance Office.

4. COOPERATIVE AGREEMENT AWARD

1. The Government will award only one cooperative agreement resulting from this RFA to the responsible applicant whose application conforming to this RFA offers the greatest value (see section B). The Government may (a) reject any or all applications, or (b) accept other than the lowest cost application.
2. The Government may award a cooperative agreement on the basis of initial applications received, without discussion. Therefore, each initial application should contain the applicant's best terms from a cost and technical standpoint. As part of its evaluation process, however, USAID may elect to discuss technical, cost or other pre-award issues with one or more applicants. Alternatively, USAID may proceed with awardee selection based on its evaluation of initial applications received and/or commence negotiations solely with one applicant.
3. A written award mailed or otherwise furnished to the successful applicant(s) within the time for acceptance specified either in the application(s) or in this RFA (whichever is later) shall result in a binding cooperative agreement without further action by either party. Before the application's specified expiration time, if any, the Government may accept an application, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations or discussions conducted after receipt of an application do not constitute a rejection or counteroffer by the Government.
4. Neither financial data submitted with an application nor representations concerning facilities or financing, will form a part of the resulting cooperative agreement unless explicitly stated otherwise in the agreement.
5. To be eligible for award of a cooperative agreement, in addition to other conditions of this RFA, organizations must have a politically neutral humanitarian mandate, a commitment to non-discrimination with respect to beneficiaries and adherence to equal opportunity employment practices. Non-discrimination includes equal treatment without regard to race, religion, ethnicity, gender, and political affiliation.
6. Applicants are reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.
7. Foreign Government Delegations to International Conferences - Funds in this prospective agreement may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any

member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS 303 Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<http://www.info.usaid.gov/pubs/ads/300/refindx3.htm>] or as approved by the Agreement Officer.

8. USAID Disability Policy - Assistance (December 2004)

- a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: <http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.
- b. USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

5. AUTHORITY TO OBLIGATE THE GOVERNMENT

The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds. No costs chargeable to the proposed cooperative agreement may be incurred before receipt of either a fully executed cooperative agreement or a specific, written authorization from the Agreement Officer.

SECTION B - SELECTION CRITERIA

The criteria presented below have been tailored to the requirements of this particular RFA. Applicants should note that these criteria serve to: (a) identify the significant matters which applicants should address in their applications and (b) set the standard against which all applications will be evaluated. To facilitate the review of applications, applicants should organize the narrative sections of their applications in the same order as the selection criteria.

The technical applications will be evaluated in accordance with the Technical Evaluation Criteria set forth below. Thereafter, the cost application of all applicants submitting a technically acceptable application will be opened and costs will be evaluated for general reasonableness, allowability, and allocability. To the extent that they are necessary, if award is not made based on initial applications, negotiations will be conducted with all applicants whose applications have a reasonable chance of being selected for award. Awards will be made to responsible applicants whose applications offer the greatest value, cost and other factors considered.

Awards will be made based on the ranking of applications according to the selection criteria identified below:

Technical Evaluation Criteria

- 1. Technical Approach (35 points):** The Applicant should present a technical approach that provides clear conceptual and strategic elements for the accomplishment of the stated objectives. Under the technical evaluation criterion USAID will be looking for the following:
 - a. Does the technical application set forth the conceptual approach, methodology, and techniques for the accomplishment of the stated objectives? Does it demonstrate in-depth knowledge and understanding of the institutional strengthening challenges facing both new and experienced governmental and non-governmental human rights organizations in developing countries, as well as the strategies and activities that have proven successful in improving human rights monitoring, investigation, case management and report capacities in other settings?
 - b. Does the application demonstrate clearly how the applicant will build relationships with Government of Ethiopia (GOE) partners, stakeholders, and beneficiaries to ensure the program has buy-in and represents relevant priorities and goals of the partners? Does the application demonstrate how the applicant will coordinate with other development partner programs to prevent duplication and ensure complementarities with other USAID programs and the donor basket funds targeting the two institutions? To what extent does the application demonstrate that the applicant will ensure stakeholders' participation in the formulation and final approval of the program and the annual work plan?
 - c. Does the proposal demonstrate understanding of gender issues and a sound plan for dealing with them?
 - d. Does the required assessment implementation plan reveal an understanding of the institutional structures of the Ethiopian Human Rights Commission and the Ethiopian Human Rights Council and the landscape of other human rights NGOs in Ethiopia?
 - e. Does the proposed M&E plan put forward a hierarchy of indicators and milestones for the expected results that will demonstrate actual and sustainable improvements in institutional capacity, as well as larger program impact?
- 2. Management Plan/Key Personnel (30 points)**
 - a. The Management Plan should propose a staffing structure and local-home office collaborative relationship and division of responsibilities that will provide the necessary expertise to achieve the objectives of the program in cost-effective and timely ways.
 - b. The Chief of Party (COP) should ideally have at least 10 years experience managing and implementing similar programs and should have significant experience in capacity building for human rights institutions; specifically, with providing technical assistance in the context of human rights monitoring, investigation, case management,

and reporting. He/she should have demonstrated professional excellence, proven leadership, management, team building and writing skills are essential, as are strong cross-cultural and interpersonal skills. The individual must be highly motivated and results oriented.

- c. Applicants should provide the names and curriculum vitae for the key personnel to be assigned to this program. Applicants should seek to maximize the use of available and qualified local expertise.

3. Organizational Capability (20 points)

- a. The Applicant shall describe its performance on directly related or similar activities, which are of similar scope, magnitude and complexity to that which is detailed in the RFA. The information must be clear whether the work by the Applicant was done as a prime organization or a sub-recipient. Please provide contact information for verification.
- b. Applicants must either provide the above information or affirmatively state that they possess no relevant directly related or similar performance.

4. Past Performance (15 points)

The applicant demonstrates relevant past experience and results from implementing similar or related types of programs in Africa and/or in other countries.

TECHNICAL EVALUATION CRITERIA = 100 points

COST EVALUATION CRITERIA

Cost Effectiveness and Realism: Proposed costs shall be analyzed for cost realism, reasonableness, completeness, and allowability. In its analysis USAID will assess: Are the costs realistic for the effort? Do the proposed costs demonstrate that the applicant understands the RFA requirements, and are consistent with the applicant's technical application?

TECHNICAL VERSUS COST CONSIDERATIONS

For this RFA, technical considerations are more important than cost.

Applications will be ranked in accordance with the selection criteria identified above. USAID reserves the right to determine the resulting level of funding for the cooperative agreement.

SECTION C - PROGRAM DESCRIPTION

HUMAN RIGHTS CAPACITY BUILDING IN ETHIOPIA

1. SUMMARY

This two-year Human Rights capacity building activity is guided by the U.S. Government's long-term vision of supporting the establishment of a vibrant, multi-party democracy in Ethiopia that respects and promotes human rights for all. Ethiopia's historical context has produced a climate where respect for human rights has assumed a back seat to other political priorities. Historically, there was little understanding of human rights principles and legislation, much less the capacity to deal with or try to deter abuses. As a result, human rights violations can and regularly do occur, often with the knowledge of only the victims and perpetrators. To design this capacity building activity, USAID consulted extensively with representatives of the newly stood up Federal Democratic Republic of Ethiopia (FDRE) Human Rights Commission, the non-governmental Ethiopian Human Rights Council, other NGOs active in human rights and other donors working in this sector. These discussions concluded with broad-based agreement that USAID could add value by putting in place a two-year capacity building program that would provide expert advice to assist both governmental and non-governmental organizations to review and improve their monitoring, investigation and reporting systems and procedures, as well as develop and implement comprehensive pre- and in-service training programs for staff involved in these areas.

2. BACKGROUND

The history of Ethiopia has produced a legacy of difficult challenges that government and civil society must overcome in their efforts to improve respect for and protection of human rights.

Imperial Ethiopia was characterized by centuries of feudal aristocratic rule where regime change, territorial expansion and suppression of minorities and their cultures were usually brought about by violent conflict, and by traditions of top-down governance that held little regard – much less protection – for the common person or the rights of minority groups.

The Derg, the military junta that wrested power from the monarchy was one of the most abusive governments on the African continent in the 1970s and 1980s. Through state structures it employed extraordinary violence against groups competing for political power as well as against internal dissidents, and was in part responsible for the horrific famine of 1983-4 through policies that denied food aid to areas with active insurgencies.

The current Ethiopian Peoples Revolutionary Democratic Front (EPRDF) came to power in 1991 after 17 years of bloody civil war to oust the Derg and fought expressly to establish and protect the rights of all Ethiopian Nations, Nationalities and Peoples. The EPRDF inherited a government bureaucracy and civil service born in the last years of the imperial period and groomed by the Derg that is still dogged by a serious lack of capacity. In its effort to win political control in the early post-war period, the EPRDF put in place parallel party structures nationwide that continue to influence government institutions and blur the line between the ruling party and the State. The 1995 Constitution, while controversially restructuring the country as a federalist system of ethnically based states and smaller administrative units, does include recognition and protection of individual and group rights and incorporates international human rights treaties and conventions into its corpus. Notwithstanding these commitments, some governmental institutions have been accused of compromising the spirit and letter of the Constitution when faced with threats, either in the form of active insurgencies or the unwillingness of some opposition parties to accept election results.

In the post-May 2005 election environment, some opposition parties and leaders allegedly used inflammatory rhetoric and even called for the overthrow of the government, willingly or unwillingly contributing to the street violence and human rights abuses that followed the national elections of May 2005.

Several active insurgencies – some longstanding, some recently established – continue to actively (but in most cases ineffectively) challenge government authority, and have shown themselves willing on occasion to target civilians and to use terrorism to raise their profile and further their agendas. The current Ethiopian intervention in Somalia seems to be

provoking re-invigorated insurgent activities and the development of new alliances among insurgent groups, possibly with the support from remnants of the defeated Islamic Courts Union in Somalia and regional neighbors.

The democratization of Ethiopia and, in particular the May 2005 elections, have revealed the depth and extremity of the philosophical, ethnic and even religious divisions that now dominate the country's political landscape. Zero-sum political traditions and combative political parties make inter-party collaboration and compromise difficult to achieve and have allowed violence as a legitimate political tool to continue into the early 21st Century.

The aforementioned 1995 Constitution of the FDRE establishes the promotion and protection of human rights as the cornerstone of the nation's identity. Part I of the Constitution is entitled "Human Rights" and enumerates fundamental rights for *all* Ethiopian citizens, including the rights to life, security, liberty, privacy, freedom of religion, the prohibition of inhuman treatment, and the rights of accused and arrested persons and those held in custody, among others. In addition, Ethiopia has formally acceded to many of the major international human rights instruments ratified by earlier regimes, including the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights, the Convention Against Torture, the Convention on the Elimination of All Forms of Discrimination Against Women, the Convention on the Rights of the Child, the African Charter on Human and Peoples' Rights.

The historical context has produced a climate where human rights violations can and regularly do occur, often with the knowledge of only the victims and perpetrators. There is little understanding of human rights principles and legislation, much less the capacity to deal with or try to deter abuses. Nevertheless, the Ethiopian Government has made strong constitutional, legal and rhetorical commitments to improve the human rights situation. The government and Ethiopian civil society have established institutions that have, as part of their mandates, human rights monitoring, investigation and reporting. These include the Ethiopian Human Rights Commission (EHRC), the non-governmental Ethiopian Human Rights Council (EHRCO) and a number of smaller human rights NGOs.

3. STATEMENT OF PROBLEM

The Ethiopian National Human Rights Commission (EHRC) was established by Parliament in 2000, but it was not until July 2004 that it commenced operations when the Chief Commissioner was appointed. This government institution is mandated with the promotion and protection of human rights in Ethiopia. It is guided by the principles set forth in the Ethiopian Constitution and by internationally recognized standards for national human rights institutions set out in the Paris Principles. In 2005, two more Commissioners were appointed and a skeletal staff was hired, which allowed the EHRC to finally begin functioning. A Strategic Plan covering a five-year period (2006-2011) was developed and an Executive Director was hired at the end of 2006. The strategic plan for the EHRC forms the outline for activities that are to be undertaken by the Commission with annual work plans to be developed each year. The EHRC faces a number of challenges in developing its full institutional capacity. For instance, it is mandated to establish a complaints procedure that is effective, efficient, transparent and fair. Although the EHRC has commendably undertaken some preliminary investigations of notable, rights-related incidents, it has yet to undertake systematic and thorough investigation on any significant scale and has not yet developed a process for handling cases. It is currently recruiting and hiring investigators for its head office as well as opening three to four regional offices each with a small team of investigators.

Ethiopia has only one non-governmental organization reporting on human rights violations, the Ethiopian Human Rights Council (EHRCO). It was established in 1991 as a membership based organization to strive for the establishment of democratic system, for the prevalence of rule of law and for the promotion and protection of human rights in Ethiopia. Currently, EHRCO has more than 2,500 local and international members with eleven regional offices in Ethiopia and approximately 60 permanent staff. While EHRCO has been engaged in human rights education, election observation and advocacy for more than sixteen years, human rights monitoring, investigation and reporting have remained its niche, which has earned it a reputation for being a watchdog of human rights in Ethiopia. Nevertheless due to many external and internal issues and pressures, EHRCO's monitoring, investigation and reporting of human rights abuses has been at times inconsistent, less systematic, and consequently, less effective than in the past. Due to a lack of resources, staff capacity, and weak systems, EHRCO has been falling short of its potential to help deter human rights abuses in Ethiopia.

There are a number of other local NGOs throughout the country whose institutional mandates include human rights or whose programs promote human rights tangentially. Many of these admit that their monitoring, investigation and reporting systems, procedures and staff capacity could benefit from capacity building.

4. PROGRAM PURPOSE

USAID/Ethiopia acknowledges that it cannot tackle all the root causes of human rights abuse in the country; however, it can play an important role in deterrence by helping to strengthen organizations mandated with the promotion and protection of human rights. The focus of this two-year program description is on *improved independent monitoring, investigation, and reporting of human rights abuses and violations* with the objective of deterring human rights violations. This will be achieved through a package of interventions primarily targeted at the EHRC and EHRCO. In addition, other NGOs will have access to capacity building activities, primarily through training, as the occasion arises. While an in-depth needs assessment for each of the two institutions will be the first phase of this program, it is anticipated that needs identified will include increased staff capacity in investigating, monitoring and reporting, as well as data and information collection and management. In addition to increased staff capacity there will be a focus on helping to develop and strengthen the relevant monitoring and reporting systems for these institutions, as well as – where appropriate and not funded from other sources – improving essential infrastructure.

5. LINKAGE TO US GOVERNMENT PRIORITIES AND USAID STRATEGY

The U.S. Department of State has made a commitment to push forward democratic values in Ethiopia. The U.S. mission is utilizing a full range of diplomatic and programmatic efforts to support and guide Ethiopia's progress toward stronger democratic systems and practices as well as an improved human rights record.

To enhance the capabilities of government institutions, particularly law enforcement agencies and civil society organizations, the U.S. Government is assisting with assistance programs in the area of human rights protection by: emphasizing policy dialogue on human rights issues; training in respect for human rights for military, law enforcement and local administration officials; and strengthening civil society organizations in human rights advocacy and monitoring. The U.S. Government is coordinating with other donor countries and agencies to support programs to strengthen reforms in key government institutions, including the Ethiopian Human Rights Commission. Work with civil society, an equally important component, includes strengthening the ability to advocate for the respect of human rights and to monitor violations.

This program contributes to the Governing Justly and Democratically objective in the Foreign Assistance Framework. Under this objective, the program activities will contribute to the long-term goal of improving awareness of and respect for human rights, as well as to the short term goals of supporting the establishment of an independent and effective Ethiopian Human Rights Commission and improving capacities for the independent monitoring of human rights violations.

6. RELATIONSHIP TO OTHER DONOR ACTIVITIES

Through its membership in the Human Rights Sub-Group of the Governance Technical Working Group, USAID/Ethiopia has participated in numerous discussions with other donors about strengthening the EHRC. The United Nations Office of the High Commissioner for Human Rights (UNOHCHR) is a key donor and one with which USAID/Ethiopia has been collaborating closely during this activity's design. UNOHCHR, as a lead partner organization for preparing the EHRC program document for the Democratic Institutions Program (DIP), will continue to be an important partner in the implementation of this human rights capacity building program. USAID/Ethiopia, as a member of the EHRC sub-program committee for the DIP, will continue to coordinate closely with the other agencies that will be contributing funds to support the EHRC through this pooled funding mechanism. This activity was designed to complement the DIP, which is scheduled to be launched in late 2007.

This activity will support and complement other donor initiatives. USAID/Ethiopia has been in frequent communication with other donors, both soliciting and sharing information, during its human rights analysis and subsequent design of this activity.

In the last six months, USAID/Ethiopia participated in the revival of a donors' consortium to support EHRCO's annual work plan. This consortium, comprised of six donors, recently signed a Memorandum of Understanding (MOU) with EHRCO providing a basis for cooperation aimed at supporting EHRCO's activities. USAID/Ethiopia was one of the participants in the revision of the MOU as well as in discussions with EHRCO. While USAID/Ethiopia is not a signing member of the MOU, it is closely following its intent, namely, donor coordination. The donor consortium has fully endorsed USAID/Ethiopia's human rights capacity building program for EHRCO.

7. PROGRAM COMPONENTS

Overall Objective: Improve Human Rights Monitoring, Investigation and Reporting in Ethiopia

The program components outlined below will work to improve the systems, procedures and staff capacities of the EHRC, the EHRCO and of other Ethiopian NGOs engaged in human rights monitoring, investigation and reporting. Activities under each of the components described below must be closely coordinated with the DIP in order to take advantage of budget resources that may be available from this pooled fund.

Component I: Institutional Analysis and Needs Assessment

A separate in-depth analysis will be conducted to determine where their priority needs are in two functional areas: 1) increased staff capacity and 2) systems improvement. While both institutions have other programs (e.g., human rights education, election observation, etc.), this analysis and needs assessment will focus on that which is relevant to this program description—monitoring, investigating and reporting of human rights abuses and violations. The analysis and recommendations will of course take into account the Strategic and Action Plans that both the EHRC and EHRCO have in place.

Illustrative Activities:

- Design of institutional analysis
- Implementation of the analysis
- Compilation of findings with prioritization of needs and recommendations on the way forward

Expected Results:

- Detailed staff training plan for each institution including indicators for measuring increased knowledge and skills
- Recommendations for other staff capacity building means for each institution
- Systems strengthening plan including indicators for measuring systems' improvement for each institution

Component II: Monitoring, Investigation and Reporting Systems Improvement

In some cases, monitoring and reporting systems have yet to be developed (i.e. the complaints handling process for the EHRC), while in others, certain existing systems require updating to become more effective and efficient (i.e. case follow-up for EHRCO). In both institutions, methods for case management are antiquated and require updating. Emphasis on secure storage of sensitive information will be a priority. Resources for systematic data collection and management are needed by both institutions and will be procured under this program.

Illustrative Activities:

- Case management systems designed/developed/implemented as needed and identified in the institutional analysis for both the EHRC and EHRCO
- Procurement of goods and services to improve monitoring and reporting systems as identified under the institutional analysis for both the EHRC and EHRCO
- Manuals developed (e.g., complaints handling, staff training)
- Procedures and guidelines developed (e.g., complaints handling, investigation)

Expected Results:

- More effective, consistent, credible case management systems for both institutions
- More effective monitoring and follow-up on existing cases by both institutions
- The establishment of a complaints procedure that is effective, efficient, transparent and fair at the EHRC
- Increased security of sensitive data and information

Component III: Staff Capacity Building

Without predetermining the outcomes of the institutional analysis and needs assessment, based on earlier consultations with both the EHRC and EHRCO during the design process, some of the areas of staff capacity building identified by one or both institutions were: investigation, case management, and follow-up, trial observation, and reporting. Given this, various trainings will be provided to the respective institutions and combined in cases where both require the same one. Training participants will include those technically responsible (i.e. investigators) as well as managers or decision-makers (i.e. Commissioners at the EHRC). Staff from the head office in Addis Ababa as well as those in the regions will be included. When appropriate, representatives from other human rights organizations will be invited to participate in the trainings. Other means to build staff capacity will be employed as recommended in the institutional analysis.

Illustrative Activities:

- Series of trainings in priority areas identified during the institutional analysis
- Professional exchanges (in-country)
- Study tours (in-country or abroad)
- On-the-job training
- Mentoring program

Expected Results

- Technical staff and management of both the EHRC and EHRCO will have increased knowledge and new skills in the areas identified by the institutional analysis
- Representatives from other human rights organizations will have increased knowledge and new skills in the areas identified by the institutional analysis
- Knowledge and skills gained will be applied by staff to their human rights monitoring and reporting duties
- Improved quality human rights reports with more defensible data

Component IV: Follow-up and Reinforcement

Periodic assessments of staff capacity and re-evaluations of institutional systems will be conducted to help with the design or redesign of certain training or systems components under this program. There will likely be additional interventions needed in both staff capacity and monitoring, investigation and reporting systems improvement that will go beyond the length of this program. It is equally important that this program build capacity for pre- and in-service training for new staff hired in the future. Therefore, long-term staff development plans and systems strengthening strategies will be developed for both institutions that can be implemented by these organizations at the end of the program.

Illustrative Activities:

- Evaluation of staff capacity to determine knowledge and skills areas requiring reinforcement.
- Follow-up trainings as needed
- Creation of a long-term staff development plan
- Creation of a long-term systems improvement plan

Expected Results:

- Knowledge and skills of staff in both institutions are reinforced leading to lower staff turnover and improved quality human rights monitoring reports
- Staff capacity for pre- and in-service training for new staff hired after this program's completion is increased
- Staff capacity continues to increase beyond the life of this program
- Systems continue to be assessed and subsequently, improved beyond the life of this program

8. GENDER ISSUES

This program is primarily focused on improving the capacity of governmental and non-governmental organizations to monitor, investigate and report on violations of political and judicial rights. In Ethiopia the vast majority of the perpetrators and victims of abuse in these two areas are men, though of course women and children suffer indirectly. The two targeted institutions, EHRC and EHRCO, share a mandate to promote better understanding of and respect for political and judicial rights. But, as the premier governmental human rights organization, EHRC is charged with responsibility for the full range of human rights, e.g. social, economic etc, where women and children are often the main victims. As such the capacity building for EHRC must include a strong gender component that builds sensitivity into staff curricula and training, into monitoring, investigation, case management and reporting procedures, and into public outreach campaigns.

9. COST SHARING

Cost-sharing is encouraged but not required.

10. SUBSTANTIAL INVOLVEMENT

Substantial involvement during the implementation of this Agreement shall be limited to USAID/Ethiopia approval of the elements listed below:

- a. Approval of Recipient work plan, monitoring and evaluation plans within 30 days after award and involvement in monitoring progress towards the achievement of program objectives during the course of the Cooperative Agreement.
- b. Approval of specified key personnel
- c. Agreement Officer Approval for the subaward, transfer or contracting out of any work under an award of all subaward not named in the proposal.

SECTION D - U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT CERTIFICATIONS, ASSURANCES, OTHER STATEMENTS OF RECIPIENT, AND STANDARD PROVISIONS

PART I - CERTIFICATIONS AND ASSURANCES

1. ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

- (a) The recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the grant for which application is being made, it will comply with the requirements of:
- (1). Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;
 - (2). Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;
 - (3). The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;
 - (4). Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and
 - (5). USAID regulations implementing the above nondiscrimination laws set forth in Chapter II of Title 22 of the Code of Federal Regulations.

(b) If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

(c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

2. CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKERS FOR COVERED COUNTRIES AND INDIVIDUALS (ADS 206)

USAID reserves the right to terminate this [Agreement/Contract], to demand a refund or take other appropriate measures if the [Grantee/ Contractor] is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned shall review USAID ADS 206 to determine if any certifications are required for Key Individuals or Covered Participants.

If there are COVERED PARTICIPANTS: USAID reserves the right to terminate assistance to, or take or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

The recipient has reviewed and is familiar with the proposed grant format and the applicable regulations,

and takes exception to the following (use a continuation page as necessary):

Solicitation No. _____

Application No. _____

Date of Application: _____

Name of Recipient: _____

Typed Name and Title _____

Signature: _____

Date: _____(MM/DD/YYYY)

- [1] FORMATS\GRNTCERT: Rev. 06/16/97 (ADS 303.6, E303.5.6a)
- [2] When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement".
- [3] See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A.
- [4] For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the recipient is a non-U.S. nongovernmental organization.

PART II - OTHER STATEMENTS OF RECIPIENT

1. AUTHORIZED INDIVIDUALS

The recipient represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the recipient in connection with this application or grant:

Name	Title	Telephone No.	Email Address
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. TAXPAYER IDENTIFICATION NUMBER (TIN)

If the recipient is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the recipient's TIN:

TIN: _____

3. CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

(a) In the space provided at the end of this provision, the recipient should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Recipients should take care to report the number that identifies the recipient's name and address exactly as stated in the proposal.

(b) The DUNS is a 9-digit number assigned by Dun and Bradstreet Information Services. If the recipient does not have a DUNS number, the recipient should call Dun and Bradstreet directly at 1-800-333-0505. A DUNS number will be provided immediately by telephone at no charge to the recipient. The recipient should be prepared to provide the following information:

- i. Recipient's name.
 - ii. Recipient's address.
 - iii. Recipient's telephone number.
 - iv. Line of business.
 - v. Chief executive officer/key manager.
 - vi. Date the organization was started.
 - vii. Number of people employed by the recipient.
 - viii. Company affiliation.
- (c) Recipients located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.

DUNS: _____

4. LETTER OF CREDIT (LOC) NUMBER

If the recipient has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number:

LOC: _____

5. PROCUREMENT INFORMATION

(a) **Applicability.** This applies to the procurement of goods and services planned by the recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the recipient in conducting the program supported by the grant, and not to assistance provided by the recipient (i.e., a subgrant or subagreement) to a subgrantee or subrecipient in support of the subgrantee's or subrecipient's program. Provision by the recipient of the requested information does not, in and of itself, constitute USAID approval.

(b) **Amount of Procurement.** Please indicate the total estimated dollar amount of goods and services which the recipient plans to purchase under the grant:

\$ _____

(c) **Nonexpendable Property.** If the recipient plans to purchase nonexpendable equipment which would require the approval of the Agreement Officer, please indicate below (using a continuation page, as necessary) the types, quantities of each, and estimated unit costs. Nonexpendable equipment for which the Agreement Officer's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

TYPE/DESCRIPTION (Generic)	QUANTITY	ESTIMATED	UNIT COST
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(d) **Source, Origin, and Componentry of Goods.** If the recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source and/or origin. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Any commodity whose source is a non-Free World country is ineligible for USAID financing. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when: through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items does not constitute production of a commodity. Any commodity whose origin is a non-Free World country is ineligible for USAID financing. "Components" are the goods which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

TYPE/ DESCRIPTION (Generic)	QUANTITY	EST. UNIT COST	GOODS COMPONENTS	PROBABLE SOURCE	GOODS COMPONENTS	PROBABLE ORIGIN
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(e) Restricted Goods. If the recipient plans to purchase any restricted goods, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source and/or origin. Restricted goods are Agricultural Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Rubber Compounding Chemicals and Plasticizers, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

TYPE/ QUANTITY DESCRIPTION (Generic)	ESTIMATED UNIT COST	PROBABLE SOURCE	PROBABLE ORIGIN	INTENDED USE
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(f) Supplier Nationality. If the recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in the U.S., please indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier. Any supplier whose nationality is a non-Free World country is ineligible for USAID financing.

TYPE/ DESCRIPTION (Generic)	QUANTITY	ESTIMATED UNIT COST	PROBABLE SUPPLIER (Non-US Only)	NATIONALITY	RATIONALE for NON-US
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(g) Proposed Disposition. If the recipient plans to purchase any nonexpendable equipment with a unit acquisition cost of \$5,000 or more, please indicate below (using a continuation page, as necessary) the proposed disposition of each such item. Generally, the recipient may either retain the property for other uses and make compensation to USAID (computed by applying the percentage of federal participation in the cost of the original program to the current fair market value of the property), or sell the property and reimburse USAID an amount computed by applying to the sales proceeds the percentage of federal participation in the cost of the original program (except that the recipient may deduct from the federal share \$500 or 10% of the proceeds, whichever is greater, for selling and handling expenses), or donate the property to a host country institution, or otherwise dispose of the property as instructed by USAID.

TYPE/DESCRIPTION (Generic)	QUANTITY	ESTIMATED UNIT COST	PROPOSED	DISPOSITION
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6. PAST PERFORMANCE REFERENCES

On a continuation page, please provide a list of the most recent and/or current U.S. Government and/or privately-funded contracts, grants, cooperative agreements, etc., and the name, address, and telephone number of the Contract/Agreement Officer or other contact person (see also section B.4).

7. TYPE OF ORGANIZATION

The recipient, by checking the applicable box, represents that -

(a) If the recipient is a U.S. entity, it operates as [] a corporation incorporated under the laws of the State of _____, [] an individual, [] a partnership, [] a nongovernmental nonprofit organization, [] a state or local governmental organization, [] a private college or university, [] a public college or university, [] an international organization, or [] a joint venture; or

(b) If the recipient is a non-U.S. entity, it operates as [] a corporation organized under the laws of _____ (country), [] an individual, [] a partnership, [] a nongovernmental nonprofit organization, [] a nongovernmental educational institution, [] a governmental organization, [] an international organization, or [] a joint venture.

8. ESTIMATED COSTS OF COMMUNICATIONS PRODUCTS

The following are the estimate(s) of the cost of each separate communications product (i.e., any printed material [other than non- color photocopy material], photographic services, or video production services) which is anticipated under the grant. Each estimate must include all the costs associated with preparation and execution of the product. Use a continuation page as necessary.

KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____

Date: _____ (MM/DD/YYYY)

Name: _____

Title/Position: _____

Organization: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

PARTICIPANT CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

1. I hereby certify that within the last ten years:
 - a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
 - b. I am not and have not been an illicit trafficker in any such drug or controlled substance.
 - c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.
2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature: _____

Name: _____

Date: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on

Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.

2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

FORMATS\GRNTCERT; Rev. 06/16/97 (ADS 303.6, E303.5.6a) When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement". The recipient must obtain from each identified subgrantee and sub-contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The recipient should reproduce additional copies as necessary. See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A. For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the recipient is a non-U.S. nongovernmental organization.

CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES

As a condition of entering into the referenced agreement, _____ hereby certifies that it has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, including but not limited to the individuals and entities listed in the Annex to Executive Order 13224 and other such individuals and entities that may be later designated by the United States under any of the following authorities: § 219 of the Immigration and Nationality Act, as amended (8 U.S.C. § 1189), the International Emergency Economic Powers Act (50 U.S.C. § 1701 et seq.), the National Emergencies Act (50 U.S.C. § 1601 et seq.), or § 212(a)(3)(B) of the Immigration and Nationality Act, as amended by the USA Patriot Act of 2001, Pub. L. 107-56 (October 26, 2001)(8 U.S.C. §1182). _____ further certifies that it will not provide material support or resources to any individual or entity that it knows, or has reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated, or will immediately cease such support if an entity is so designated after the date of the referenced agreement.

For purposes of this certification, "material support and resources" includes currency or other financial securities, financial services, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

For purposes of this certification, "engage in terrorist activity" shall have the same meaning as in section 212(a)(3)(B)(iv) of the Immigration and Nationality Act, as amended (8 U.S.C. § 1182(a)(3)(B) (iv)).

For purposes of this certification, "entity" means a partnership, association, corporation, or other organization, group, or subgroup.

This certification is an express term and condition of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

Signature:

Name:

Date:

Address: _____

NOTICE: If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

PART III – STANDARD PROVISIONS & OTHER REQUIREMENTS**1. IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING**

"The Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement."

2. REVISED REGULATIONS CONCERNING DEBARMENT AND SUSPENSION AND DRUG-FREE WORKPLACE APPLICABLE TO ASSISTANCE**a) DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

- (1) The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:
 - (a) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
 - (b) Have been convicted within the preceding three-years period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
 - (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and
 - (d) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.
- (2) The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (<http://epls.arnet.gov>). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

b) DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (DECEMBER 2003)

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

- (3) The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in 22 CFR Part 208.

c) DRUG-FREE WORKPLACE (JANUARY 2004)

- (1) The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must
 - (a) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - (b) Specify the actions the recipient will take against employees for violating that prohibition; and
 - (c) Let each employee know that, as a condition of employment under any award, he or she
 - (1) Must abide by the terms of the statement, and

- (2) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
- (2) The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about
- (a) The dangers of drug abuse in the workplace;
 - (b) Your policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (d) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- (3) Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award, or the completion date of this award, whichever occurs first.
- (4) The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.
- (5) Within 30 calendar days of learning about an employee's conviction, the recipient must either
- (a) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - (b) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- (6) The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

3. CERTIFICATION REGARDING TERRORIST FINANCING IMPLEMENTING E.O. 13224

Certification

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
 - a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
 - b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website:

<http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>

- c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
- d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification-

- a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
- b. "Terrorist act" means-
 - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
 - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- e. The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

Signed: _____
 (Typed Name and Title) Date

(Name of Organization)

4. SUPPORTING USAID'S DISABILITY POLICY IN CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

For assistance awards (grants and cooperative agreements), when issuing a Request for Applications (RFA), the agreement officer must include the following provision in the RFA and ensure its inclusion as a Special Provision in the schedule of the award itself. AOs are to amend existing grants and cooperative agreements to include the provision, with the recipient's agreement, whenever practicable.

I) USAID Disability Policy - Assistance (December 2004)

(a) The objectives of the USAID Disability Policy are:

- (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation;
- (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries;
- (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and
- (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>

- (b) USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities."

REVISED STANDARD PROVISION FOR NON-GOVERNMENTAL ORGANIZATIONS

i) APPLICABILITY OF 22 CFR PART 226 (May 2005)

- (a) All provisions of 22 CFR Part 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a subrecipient from coverage. The recipient shall assure that subrecipients have copies of all the attached standard provisions.
- (b) For any subawards made with Non-US subrecipients the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees." Recipients are required to ensure compliance with subrecipient monitoring procedures in accordance with OMB Circular A-133.

6. HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEPTEMBER 2006)

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems.

USAID is applying the requirements of HSPD-12 to applicable assistance awards. USAID will begin issuing HSPD-12 “smart card” IDs to applicable recipients (and recipient employees), using a phased approach. Effective October 27, 2006, USAID will begin issuing new “smart card” IDs to new recipients (and recipient employees) requiring routine access to USAID controlled facilities and/or access to USAID’s information systems. USAID will begin issuance of the new smart card IDs to existing recipients (and existing recipient employees) on October 27, 2007. (Exceptions would include those situations where an existing recipient (or recipient employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing recipient (or recipient employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a recipient (including a recipient employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID’s information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W recipients (and recipient employee) must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and recipients working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the recipient (or employee) to receive a building access ID, and before access will be granted to any of USAID’s information systems. All recipients (or employees) must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The recipient (or employee) must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual’s employment with the recipient or completion of the award, whichever occurs first.

The recipient must comply with all applicable HSPD-12 and PIV procedures, as described above, as well as any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent applicable USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office. In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Agreement Officer.

The recipient is required to include this clause in any subawards (including subcontracts) that require the subawardee or subawardee employee to have routine physical access to USAID space or logical access to USAID’s information systems.

MARKING UNDER ASSISTANCE INSTRUMENTS

I BRANDING STRATEGY - ASSISTANCE (December 2005)

(a) Definitions

Branding Strategy means a strategy that is submitted at the specific request of a USAID Agreement Officer by an **Apparently Successful Applicant** after evaluation of an application for USAID funding, describing how the program, project, or activity is named and positioned, and how it is promoted and communicated to beneficiaries and host country citizens. It identifies all donors and explains how they will be acknowledged.

Apparently Successful Applicant(s) means the applicant(s) for USAID funding recommended for an award after evaluation, but who has not yet been awarded a grant, cooperative agreement or other assistance award by the Agreement Officer. The Agreement Officer will request that the Apparently Successful Applicants submit a Branding Strategy and Marking Plan. Apparently Successful Applicant status confers no right and constitutes no USAID commitment to an award.

USAID Identity (Identity) means the official marking for the Agency, comprised of the USAID logo and new brandmark, which clearly communicates that our assistance is from the American people. The USAID Identity is available on the USAID website and is provided without royalty, license, or other fee to recipients of USAID-funded grants or cooperative agreements or other assistance awards or subawards.

(b) Submission.

The Apparently Successful Applicant, upon request of the Agreement Officer, will submit and negotiate a Branding Strategy. The Branding Strategy will be included in and made a part of the resulting grant or cooperative agreement. The Branding Strategy will be negotiated within the time that the Agreement Officer specifies. Failure to submit and negotiate a Branding Strategy will make the applicant ineligible for award of a grant or cooperative agreement. The Apparently Successful Applicant must include all estimated costs associated with branding and marking USAID programs, such as plaques, stickers, banners, press events and materials, and the like.

(c) Submission Requirements

At a minimum, the Apparently Successful Applicant's Branding Strategy will address the following:

(1) Positioning

What is the intended name of this program, project, or activity?

Guidelines: USAID prefers to have the USAID Identity included as part of the program or project name, such as a "title sponsor," if possible and appropriate. It is acceptable to "co-brand" the title with USAID's and the Apparently Successful Applicant's identities. For example: "The USAID and [Apparently Successful Applicant] Health Center."

If it would be inappropriate or is not possible to "brand" the project this way, such as when rehabilitating a structure that already exists or if there are multiple donors, please explain and indicate how you intend to showcase USAID's involvement in publicizing the program or project. *For example: School #123,*

rehabilitated by USAID and [Apparently Successful Applicant]/ [other donors]. Note: the Agency prefers "made possible by (or with) the generous support of the American People" next to the USAID Identity in acknowledging our contribution, instead of the phrase "funded by." USAID prefers local language translations.

Will a program logo be developed and used consistently to identify this program? If yes, please attach a copy of the proposed program logo.

Note: USAID prefers to fund projects that do NOT have a separate logo or identity that competes with the USAID Identity.

(2) Program Communications and Publicity

Who are the primary and secondary audiences for this project or program?

Guidelines: Please include direct beneficiaries and any special target segments or influencers. *For Example: Primary audience: schoolgirls age 8-12, Secondary audience: teachers and parents—specifically mothers*

What communications or program materials will be used to explain or market the program to beneficiaries?

Guidelines: These include training materials, posters, pamphlets, Public Service Announcements, billboards, websites, and so forth.

What is the main program message(s)?

Guidelines: *For example: "Be tested for HIV-AIDS" or "Have your child inoculated."* Please indicate if you also plan to incorporate USAID's primary message – this aid is "from the American people" – into the narrative of program materials. This is optional; however, marking with the USAID Identity is required.

Will the recipient announce and promote publicly this program or project to host country citizens? If yes, what press and promotional activities are planned?

Guidelines: These may include media releases, press conferences, public events, and so forth. Note: incorporating the message, "USAID from the American People", and the USAID Identity is required.

Please provide any additional ideas about how to increase awareness that the American people support this project or program.

Guidelines: One of our goals is to ensure that both beneficiaries and host-country citizens know that the aid the Agency is providing is "from the American people." Please provide any initial ideas on how to further this goal.

(3) Acknowledgements

Will there be any direct involvement from a host-country government ministry? If yes, please indicate which one or ones. Will the recipient acknowledge the ministry as an additional cosponsor?

Note: it is perfectly acceptable and often encouraged for USAID to "co-brand" programs with government ministries.

Please indicate if there are any other groups whose logo or identity the recipient will use on program materials and related communications.

Guidelines: Please indicate if they are also a donor or why they will be visibly acknowledged, and if they will receive the same prominence as USAID.

- (d) **Award Criteria.** The Agreement Officer will review the Branding Strategy for adequacy, ensuring that it contains the required information on naming and positioning the USAID-funded program, project, or activity, and promoting and communicating it to cooperating country beneficiaries and citizens. The Agreement Officer also will evaluate this information to ensure that it is consistent with the stated objectives of the award; with the Apparently Successful Applicant's cost data submissions; with the Apparently Successful Applicant's project, activity, or program performance plan; and with the regulatory requirements set out in 22 CFR 226.91. The Agreement Officer may obtain advice and recommendations from technical experts while performing the evaluation.

MARKING PLAN – ASSISTANCE (December 2005)

(a) Definitions

Marking Plan means a plan that the Apparently Successful Applicant submits at the specific request of a USAID Agreement Officer after evaluation of an application for USAID funding, detailing the public communications, commodities, and program materials and other items that will visibly bear the USAID Identity. Recipients may request approval of Presumptive Exceptions to marking requirements in the Marking Plan.

Apparently Successful Applicant(s) means the applicant(s) for USAID funding recommended for an award after evaluation, but who has not yet been awarded a grant, cooperative agreement or other assistance award by the Agreement Officer. The Agreement Officer will request that Apparently Successful Applicants submit a Branding Strategy and Marking Plan. Apparently Successful Applicant status confers no right and constitutes no USAID commitment to an award, which the Agreement Officer must still obligate.

USAID Identity (Identity) means the official marking for the Agency, comprised of the USAID logo and new brandmark, which clearly communicates that our assistance is from the American people. The USAID Identity is available on the USAID website and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, cooperative agreements, or other assistance awards or subawards.

A Presumptive Exception exempts the applicant from the general marking requirements for a *particular* USAID-funded public communication, commodity, program material or other deliverable, or a *category* of USAID-funded public communications, commodities, program materials or other deliverables that would otherwise be required to visibly bear the USAID Identity. The Presumptive Exceptions are:

Presumptive Exception (i). USAID marking requirements may not apply if they would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials, such as election monitoring or ballots, and voter information literature; political party support or public policy advocacy or reform; independent media, such as television and radio broadcasts, newspaper articles and editorials; and public service announcements or public opinion polls and surveys (22 C.F.R. 226.91(h)(1)).

Presumptive Exception (ii). USAID marking requirements may not apply if they would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent (22 C.F.R. 226.91(h)(2)).

Presumptive Exception (iii). USAID marking requirements may not apply if they would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official (22 C.F.R. 226.91(h)(3)).

Presumptive Exception (iv). USAID marking requirements may not apply if they would impair the functionality of an item, such as sterilized equipment or spare parts (22 C.F.R. 226.91(h)(4)).

Presumptive Exception (v). USAID marking requirements may not apply if they would incur substantial costs or be impractical, such as items too small or otherwise unsuited for individual marking, such as food in bulk (22 C.F.R. 226.91(h)(5)).

Presumptive Exception (vi). USAID marking requirements may not apply if they would offend local cultural or social norms, or be considered inappropriate on such items as condoms, toilets, bed pans, or similar commodities (22 C.F.R. 226.91(h)(6)).

Presumptive Exception (vii). USAID marking requirements may not apply if they would conflict with international law (22 C.F.R. 226.91(h)(7)).

(b) **Submission.** The Apparently Successful Applicant, upon the request of the Agreement Officer, will submit and negotiate a Marking Plan that addresses the details of the public communications, commodities, program materials that will visibly bear the USAID Identity. The marking plan will be customized for the particular program, project, or activity under the resultant grant or cooperative agreement. The plan will be included in and made a part of the resulting grant or cooperative agreement. USAID and the Apparently Successful Applicant will negotiate the Marking Plan within the time specified by the Agreement Officer. Failure to submit and negotiate a Marking Plan will make the applicant ineligible for award of a grant or cooperative agreement. The applicant must include an estimate of all costs associated with branding and marking USAID programs, such as plaques, labels, banners, press events, promotional materials, and so forth in the budget portion of its application. These costs are subject to revision and negotiation with the Agreement Officer upon submission of the Marking Plan and will be incorporated into the Total Estimated Amount of the grant, cooperative agreement or other assistance instrument.

(c) **Submission Requirements.** The Marking Plan will include the following:

(1) A description of the public communications, commodities, and program materials that the recipient will be produced as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity. These include:

(i) program, project, or activity sites funded by USAID, including visible infrastructure projects or other programs, projects, or activities that are physical in nature;

(ii) technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID;

(iii) events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences, and other public activities; and

(iv) all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies and other materials funded by USAID, and their export packaging.

(2) A table specifying:

(i) the program deliverables that the recipient will mark with the USAID Identity,

(ii) the type of marking and what materials the applicant will be used to mark the program deliverables with the USAID Identity, and

(iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking.

(3) A table specifying:

(i) what program deliverables will not be marked with the USAID Identity, and

- (ii) the rationale for not marking these program deliverables.
- (d) **Presumptive Exceptions.**
 - (1) The Apparently Successful Applicant may request a Presumptive Exception as part of the overall Marking Plan submission. To request a Presumptive Exception, the Apparently Successful Applicant must identify which Presumptive Exception applies, and state why, in light of the Apparently Successful Applicant's technical proposal and in the context of the program description or program statement in the USAID Request For Application or Annual Program Statement, marking requirements should not be required.
 - (2) Specific guidelines for addressing each Presumptive Exception are:
 - (i) For Presumptive Exception (i), identify the USAID Strategic Objective, Interim Result, or program goal furthered by an appearance of neutrality, or state why the program, project, activity, commodity, or communication is 'intrinsically neutral.' Identify, by category or deliverable item, examples of program materials funded under the award for which you are seeking exception 1.
 - (ii) For Presumptive Exception (ii), state what data, studies, or other deliverables will be produced under the USAID funded award, and explain why the data, studies, or deliverables must be seen as credible.
 - (iii) For Presumptive Exception (iii), identify the item or media product produced under the USAID funded award, and explain why each item or product, or category of item and product, is better positioned as an item or product produced by the cooperating country government.
 - (iv) For Presumptive Exception (iv), identify the item or commodity to be marked, or categories of items or commodities, and explain how marking would impair the item's or commodity's functionality.
 - (v) For Presumptive Exception (v), explain why marking would not be cost-beneficial or practical.
 - (vi) For Presumptive Exception (vi), identify the relevant cultural or social norm, and explain why marking would violate that norm or otherwise be inappropriate.
 - (vii) For Presumptive Exception (vii), identify the applicable international law violated by marking.
 - (3) The Agreement Officer will review the request for adequacy and reasonableness. In consultation with the Cognizant Technical Officer and other agency personnel as necessary, the Agreement Officer will approve or disapprove the requested Presumptive Exception. Approved exceptions will be made part of the approved Marking Plan, and will apply for the term of the award, unless provided otherwise.
- (e) **Award Criteria:** The Agreement Officer will review the Marking Plan for adequacy and reasonableness, ensuring that it contains sufficient detail and information concerning public communications, commodities, and program materials that will visibly bear the USAID Identity. The Agreement Officer will evaluate the plan to ensure that it is consistent with the stated objectives of the award; with the applicant's cost data submissions; with the applicant's actual project, activity, or program performance plan; and with the regulatory requirements of 22 C.F.R. 226.91. The Agreement Officer will approve or disapprove any requested Presumptive Exceptions (see paragraph (d)) on the basis of adequacy and reasonableness. The Agreement Officer may obtain advice and recommendations from technical experts while performing the evaluation.

MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (December 2005)

(a) Definitions

Commodities mean any material, article, supply, goods or equipment, excluding recipient offices, vehicles, and non-deliverable items for recipient's internal use, in administration of the USAID funded grant, cooperative agreement, or other agreement or subagreement.

Principal Officer means the most senior officer in a USAID Operating Unit in the field, e.g., USAID Mission Director or USAID Representative. For global programs managed from Washington but executed across many countries, such as disaster relief and assistance to internally displaced persons, humanitarian emergencies or immediate post conflict and political crisis response, the cognizant Principal Officer may be an Office Director, for example, the Directors of USAID/W/Office of Foreign Disaster Assistance and Office of Transition Initiatives. For non-presence countries, the cognizant Principal Officer is the Senior USAID officer in a regional USAID Operating Unit responsible for the non-presence country, or in the absence of such a responsible operating unit, the Principal U.S Diplomatic Officer in the non-presence

country exercising delegated authority from USAID.

Programs mean an organized set of activities and allocation of resources directed toward a common purpose, objective, or goal undertaken or proposed by an organization to carry out the responsibilities assigned to it.

Projects include all the marginal costs of inputs (including the proposed investment) technically required to produce a discrete marketable output or a desired result (for example, services from a fully functional water/sewage treatment facility).

Public communications are documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with USAID funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and so forth.

Subrecipient means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization that receives a USAID subaward, as defined in 22 C.F.R. 226.2.

Technical Assistance means the provision of funds, goods, services, or other foreign assistance, such as loan guarantees or food for work, to developing countries and other USAID recipients, and through such recipients to subrecipients, in direct support of a development objective – as opposed to the internal management of the foreign assistance program.

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brandmark, with the tagline that clearly communicates that our assistance is “from the American people.” The USAID Identity is available on the USAID website at <http://www.usaid.gov/branding> and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards.

(b) Marking of Program Deliverables

(1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's identity or logo.

(2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.

(3) The Recipient will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.

(4) The Recipient will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people's support.

(5) The Recipient will mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.

(6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government's identity be larger and more prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.

(7) The Agreement Officer may require marking with the USAID Identity in the event that the recipient does not choose to mark with its own identity or logo.

(8) The Agreement Officer may require a pre-production review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.

(9) Subrecipients. To ensure that the marking requirements "flow down" to subrecipients of subawards, recipients of USAID funded grants and cooperative agreements or other assistance awards will include the USAID-approved marking provision in any USAID funded subaward, as follows:

"As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, subrecipient's, other donor's or third party's is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity."

(10) Any 'public communications', as defined in 22 C.F.R. 226.2, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

"This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government."

(11) The recipient will provide the Cognizant Technical Officer (CTO) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the recipient will submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

(c) Implementation of marking requirements.

(1) When the grant or cooperative agreement contains an approved Marking Plan, the recipient will implement the requirements of this provision following the approved Marking Plan.

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within [***Agreement Officer fill-in***] days after the effective date of this provision. The plan will include:

(i) A description of the program deliverables specified in paragraph (b) of this provision that the recipient will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity.

(ii) the type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity,

(iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking,

(3) The recipient may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:

(i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and

materials;

(ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

(iii) USAID marking requirements would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official;

(iv) USAID marking requirements would impair the functionality of an item;

(v) USAID marking requirements would incur substantial costs or be impractical;

(vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;

(vii) USAID marking requirements would conflict with international law.

(4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements is provision.

(d) Waivers.

(1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The recipient will submit the request through the Cognizant Technical Officer. The Principal Officer is responsible for approvals or disapprovals of waiver requests.

(2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient’s own identity/logo or that of a third party on materials that will be subject to the waiver.

(3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.

(4) Approved waivers “flow down” to recipients of subawards unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(5) Determinations regarding waiver requests are subject to appeal to the Principal Officer’s cognizant Assistant Administrator. The recipient may appeal by submitting a written request to reconsider the Principal Officer’s waiver determination to the cognizant Assistant Administrator.

(e) Non-retroactivity

The requirements of this provision do not apply to any materials, events, or commodities produced prior to January 2, 2006. The requirements of this provision do not apply to program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) where the construction and implementation of these are complete prior to January 2, 2006 and the period of the grant does not extend past January 2, 2006.

SECTION E – ANNEXES

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424		Version 02
*1. Type of Submission: <input type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s) <input type="checkbox"/> New <input type="checkbox"/> Continuation *Other (Specify) _____ <input type="checkbox"/> Revision	
3. Date Received: 4. Applicant Identifier:		
5a. Federal Entity Identifier:		*5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
*a. Legal Name:		
*b. Employer/Taxpayer Identification Number (EIN/TIN):		*c. Organizational DUNS:
d. Address:		
*Street 1: _____ Street 2: _____ *City: _____ County: _____ *State: _____ Province: _____ *Country: _____ *Zip / Postal Code: _____		
e. Organizational Unit:		
Department Name:		Division Name:
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: _____ *First Name: _____ Middle Name: _____ *Last Name: _____ Suffix: _____		
Title:		
Organizational Affiliation:		
*Telephone Number:		Fax Number:
*Email:		

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		\$	\$	\$	\$	\$
2.						
3.						
4.						
5. Totals		\$	\$	\$	\$	\$
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY			Total		
	(1)	(2)	(3)	(5)		
a. Personnel	\$	\$	\$	\$	\$	\$
b. Fringe Benefits						
c. Travel						
d. Equipment						
e. Supplies						
f. Contractual						
g. Construction						
h. Other						
i. Total Direct Charges (sum of 6a-6h)						
j. Indirect Charges						
k. TOTALS (sum of 6i and 6j)	\$	\$	\$	\$	\$	\$
7. Program Income		\$	\$	\$	\$	\$

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Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8.	\$	\$	\$	\$	
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16.	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$	\$	\$	\$	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					