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Issuance Date:	April 16, 2013
Deadline for submission of Questions:	April 25, 2013 09:00 a.m., Nairobi-Kenya Time
Anticipated date of response to Questions:	May 2, 2013
Closing Date for Application Submission:	May 15, 2013
Closing Time:	09:00 a.m. Nairobi-Kenya Time
Anticipated Announcement and Award Date:	July 12, 2013
Place of Performance:	Kenya

Subject: Request for Application (RFA) Number SOL-623-13-000008: PEACE III

The United States Agency for International Development (USAID) East Africa is seeking applications to fund one organization through a Cooperative Agreement for a five year program entitled *"PEACE III"* as described in Section I of this RFA. The authority for the RFA is found in the Foreign Assistance Act of 1961, as amended.

This is a full and open competition, under which any type of organization, large or small, commercial (for profit) firms, faith-based, and non-profit organizations in partnerships or consortia from geographical code 937, are eligible to compete. In accordance with the Federal Grants and Cooperative Agreement Act, USAID encourages competition in order to identify and fund the best possible applications to achieve its program objectives.

The Recipient shall be responsible for ensuring achievement of the program objectives from the anticipated Cooperative Agreement over a period of five (5) years from the time of the award. Please refer to the Program Description for a complete statement of goals and expected results. Subject to the availability of funds, USAID intends to provide approximately between US$34,000,000 to $35,000,000 in total USAID funding to be allocated over a five (5) year period.

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 organizations, OMB Circular A-21 for universities, and the Federal Acquisition Regulation (FAR) Part 31 for-profit organizations), may be paid under the award.

An applicant under consideration for an award that has never received funding from USAID will be subject to a pre-award audit to determine fiscal responsibility, ensure adequacy of financial controls and establish an indirect cost rate. USAID reserves the right to fund any or none of the applications submitted and expects at least one award as a result of this solicitation.

Award will be made to the responsible applicant whose application best meets the requirements of this RFA and the selection criteria contained herein. Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of an application. **In addition, final award of any resultant agreement 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.

This RFA and any future amendments can be downloaded from http://www.grants.gov. Select “Find Grant Opportunities,” then click on “Browse by Agency,” and select the “U.S. Agency for International Development” and search for the RFA. In the event of an inconsistency between the documents comprising this RFA, it shall be resolved at the discretion of the Agreement Officer.

Any questions concerning this RFA should be submitted in writing to the Agreement Officer, Linda McElroy, via email at lmcelroy@usaid.gov with a copy to the Regional Acquisition & Assistance Specialist, Ali M. Ali at alali@usaid.gov by the date stated above. Questions sent to any other e-mail address will not be responded to. The e-mail transmitting the questions must reference the RFA number and title on the subject line of the e-mail. The deadline for submitting questions is **April 25, 2013 09:00 a.m. Nairobi-Kenya Time. Receipt time is when application is received by the USAID/East Africa Internet Server.** If there are problems in downloading the RFA from the Internet, please contact the Grants.gov help desk at 1.800.518.4726 or support@grants.gov for technical assistance.

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".

Applicants shall submit both Technical and Financial Applications of their submissions in separate volumes. Award will be made to the responsible applicant whose application offers the greatest value to the U.S. Government. Please note, however, that technical applications will be significantly more important than cost applications.

If you decide to submit an application, please note that electronic submission is required. Applications must be sent as e-mail attachments to lmcelroy@usaid.gov and cc: alali@usaid.gov.

The required method of distribution of USAID RFA’s is electronically via Grants.gov which provides a single source for Federal government-wide competitive grant opportunities. This RFA and any future amendments can be downloaded from this website. The World Wide Web Address is 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 1-800-518-472 or via e-mail at support@grants.gov for technical assistance.

Applications must be received by the closing date and time indicated at the top of this cover letter. Late applications will not be considered for award. Applications must be directly responsive to the terms and conditions of this RFA.

Sincerely,

Sunil Xavier

Sunil Xavier
Regional Agreement Officer.

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SECTION I – FUNDING OPPORTUNITY DESCRIPTION

BACKGROUND

Introduction

Stability along East Africa's border regions is a central U.S. foreign policy and development priority in the context of regional security and economic integration. However, with numerous political, economic, and governance challenges plaguing the region, improving conflict management can be a daunting task. USAID discussions with partners, lessons learned, and the recent *Regional Conflict and Instability Assessment Report* [1] reveal a multitude of determined, credible, and committed actors at the regional, national, and local levels working to develop and implement initiatives and mechanisms which could, over time, bring more stability, peace, and prosperity to this part of the world.

At the community level, remarkable improvements in security on the Kenya-Somalia border over the past decade are commonly attributed to the expansion of innovative community peace-building efforts. A growing critical mass of leaders across communities – women, religious and business leaders, youth, and elders – are mobilized to mediate disputes before they get out of hand, change cultural practices that encourage inter-communal polarization, and actively seek to break long-standing cycles of violence.

In Djibouti, Ethiopia, Kenya, Uganda, South Sudan, and Somalia, governments view these informal peace networks as potential partners, creating new opportunities for reducing inter-communal violence. Under the Intergovernmental Authority on Development's (IGAD) Conflict Early Warning and Response Mechanism (CEWARN), Member State governments are seeking to institutionalize this partnership nationwide via local peace committees. This initiative has been a major source of support to local-level conflict management in East Africa, and, in some locations, has helped to significantly increase stability and peace.

Sub-national governments play an important role in conflict management in the Horn. These systems are currently in flux in three states. In Kenya, 47 new county governments are being formed with authority over a broad range of issues that affect conflict. In Somalia, the expansion of territory under control of the Federal Government is providing an opportunity for the establishment of local administrations. While local governments are as much as a decade old in South Sudan, they are still in the process of capacity development. These local structures need support to determine how to best engage with civil society and counterparts across the border to achieve more coordinated and effective conflict management.

The region is also seeing an expansion of national government attention to peaceful management of conflicts. Under the 2012-2019 CEWARN Strategic Framework (***Attachment 3 _ CEWARN 2012-2019 endorsed strategy framework final 2012 Sep***), IGAD Member States committed themselves to elevating consideration of conflict issues in national policy decisions. New economic development opportunities help focus attention on the rising cost of instability, particularly in areas that have been perceived as remote borderlands. For example, the proposed Lamu-South Sudan-Ethiopia (LAPSSET) transit corridor, a major new infrastructure development project, will require successful management of conflict in areas through which the corridor will pass.

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[1] Tetra Tech ARD (2012). *East Africa Regional Conflict and Instability Assessment Report*. https://dec.usaid.gov/dec/content/search.aspx, Advanced Searches *Documents*, document title: East Africa regional conflict and instability assessment final report

USAID Strategy for Strengthening Conflict Management in the Horn of Africa

Building on prior regional activity successes[2] and recommendations in the *Regional Conflict and Instability Assessment Report*, USAID/EA programming in the Horn of Africa will focus on two separate but interconnected objectives:

USAID Objective 1: Responsiveness of Regional and National Institutions to Cross-Border Conflict Improved
USAID Objective 2: Local Cross-Border Conflict Management Strengthened

These objectives align with regional government priorities as articulated in the CEWARN 2012-2019 Strategic Framework, as well as those of USAID country Missions in the Horn of Africa.

Under Objective 1, USAID/EA supports CEWARN and national Conflict Early Warning and Response Units (CEWERUs) to implement the mechanism's 2012-2019 Strategic Framework.

Under Objective 2, USAID/EA support will apply lessons learned from the PEACE II program[3] and other activities to nurture and strengthen of community-based peace actors and networks, as well as engage local government institutions to better manage conflict along East African borders.

The hypothesis behind this approach, depicted as a results framework below, is that cross-border conflict management in the Horn of Africa will be strengthened

IF regional and national institutions strengthen targeted management systems and achieve objectives articulated in the CEWARN Strategic Framework, thereby improving their responsiveness to cross-border conflict

AND IF strong networks of local actors, such as peace practitioners, sub-national governments, civil society, and the private sector, are able to create greater openness to reconciliation on the part of divided communities and effectively implement initiatives that address multiple causal layers of conflict, thereby strengthening local conflict management

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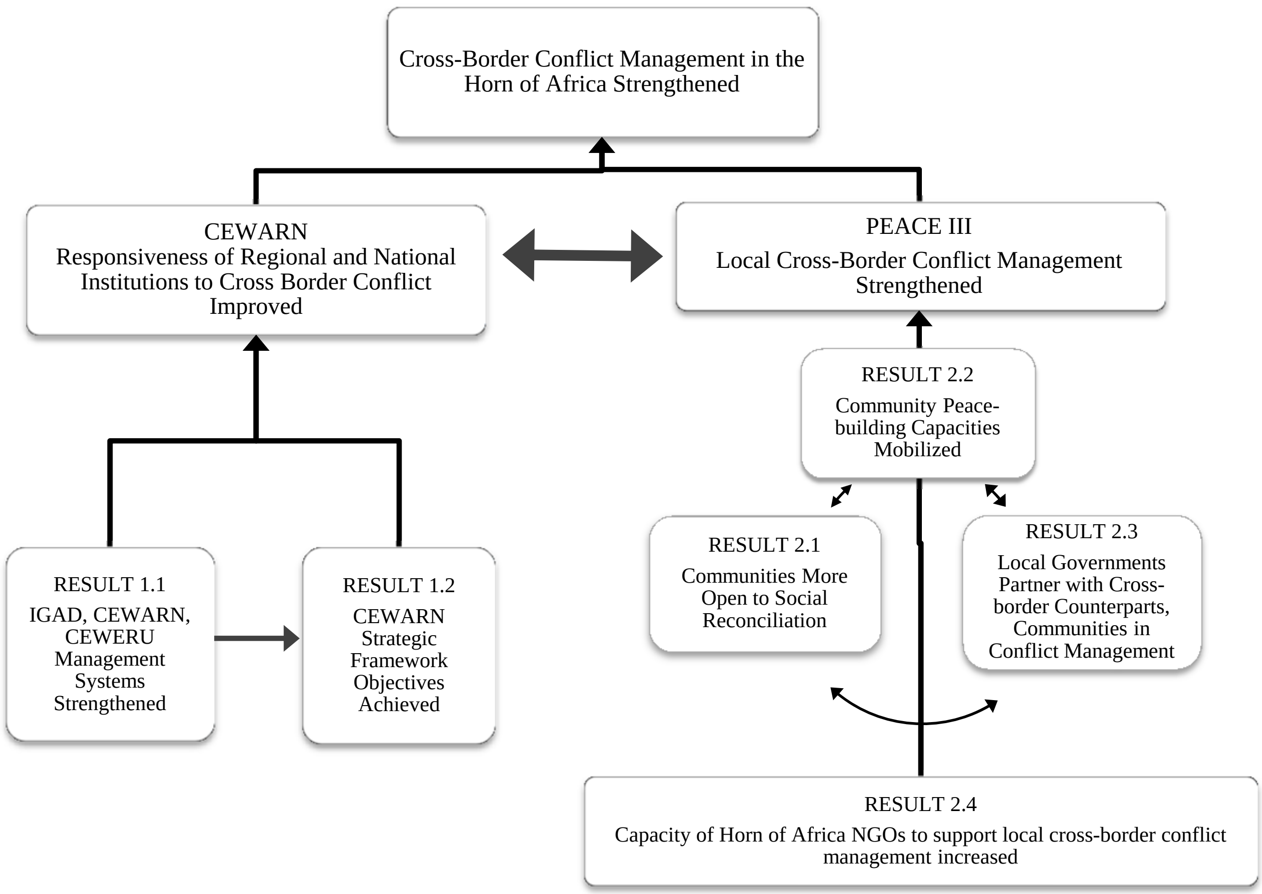
[2] IBTCI (2013). *Peace in East and Central Africa (PEACE II) Program Final Evaluation Report*. https://dec.usaid.gov/dec/content/search.aspx, Advanced Searches *Documents*

[3] Pact (2013). *Peace in East and Central Africa II Program Final Report*. https://dec.usaid.gov/dec/content/search.aspx, Advanced Searches *Documents*

USAID Horn of Africa Results Framework for Conflict Management



PEACE III PROGRAM DESCRIPTION

Overview

The PEACE III program will primarily focus on strengthening local cross-border conflict management. At the same time, some support will be provided to CEWARN and CEWERUs as a secondary program objective.

The majority of program resources are anticipated to be focused on achieving results under the Primary Objective. Activities under the Secondary Objective are anticipated to be developed in response to interest on the part of CEWARN institutions. All activity results listed below are interconnected and mutually reinforcing.

PEACE III Primary Objective: Strengthen local cross-border conflict management

- Result 1. Communities more open to social reconciliation
- Result 2. Community peace-building capacities mobilized
- Result 3. Local governments partner with their cross-border counterparts and with communities in conflict management

Result 4. Capacity of Horn of Africa Non-Governmental Organization (NGO) partners to support local cross-border conflict management increased

PEACE III Secondary Objective: Support improved responsiveness of regional and national initiatives to cross-border conflict

Result 1. Targeted management systems in CEWARN network institutions strengthened
Result 2. Targeted initiatives to achieve CEWARN Strategic Framework objectives supported

Activity Description and Expected Results

The PEACE III program is intended to catalyze and support the emergence and development of local peace-building networks in volatile border areas. Such networks provide the best model to date for sustainably addressing conflict, reducing violence, and building stronger inter-communal relations. By linking these networks to the regional CEWARN system through national CEWERUs, USAID assistance will be able to promote action on all levels of conflict and peace issues, from local community relations to national and regional policy issues.

Significant experience has been gained in promoting community peace-building across the Horn of Africa. PEACE III activities should build on approaches shown to have contributed to growing community-level stability, including cross-border experiences of PEACE II and similar programs.

USAID suggests consideration of several principles in developing program approaches.

Learning and adapting
USAID seeks to promote learning across stakeholders through the implementation of PEACE III. To do that, it is critical that activities are planned based on articulated Theories of Change (TOCs). A TOC states the if-then hypothesis that links planned program inputs to the anticipated outcome. By developing TOCs before activities are implemented, appropriate systems to collect and analyze outcome data can be developed and implemented jointly with the activity. This allows for periodic review of activity outcomes and re-assessment and revision of TOCs over the life of the program.

The TOCs presented herein are illustrative and represent a starting point.

PEACE III program learning is intended to benefit all stakeholders – community peace leaders, CEWARN and CEWERUs, Horn of Africa peace-focused NGOs, the implementing partner, and USAID. Learning and adaptation begins at the community level, in partnership with community peace leaders.

Promoting local leadership
As recognized in principles of aid effectiveness, local ownership and leadership are critical to the success of any development intervention. Programmatic approaches should put local actors and communities in the driver's seat, building on their strengths and expanding their capacity to increase their effectiveness.

Appreciating and building on the positive, using local assets
It can be easy for development practitioners to get caught up in analyzing the problems. At times, challenges seem so daunting that the mind focuses on the difficulties while discounting the possibilities. Appreciative, asset-based approaches look for what works and what can be built upon. They encourage individuals and communities to own the development process and focus on

optimizing use of local resources, which may mitigate creation of dependencies on outside resource flows.

Fostering participation across all sectors of society
No one set of community actors has sole interest in, or a leadership monopoly on, peace and conflict. Holistic community approaches engage whole communities – women, youth, victims, perpetrators, government, media, religious leaders, traditional leaders, elders, private sector, and marginalized groups included.

Women's empowerment and gender equity
Gender disparities continue to challenge women peace leaders across the region. Nevertheless, women peace leaders consistently play critical roles in building greater security. Continued support is needed to expand their leadership and technical skills and enable them to expand their spheres of influence.

Primary Objective: Strengthen local cross-border conflict management

Result 1: Communities more open to social reconciliation

Under this result, PEACE III would support communities to explore constraints on openness to social reconciliation. "Reconciliation" would be locally defined by communities. Field visits and past programming experience suggest that reconciliation includes willingness to listen to each other's stories; willingness to discuss and address past conflict issues; willing to negotiate peaceful means to address current and future conflict issues; and willingness to engage in collaborative activities.

USAID/EA design field work and reports of previous activities show that many factors inhibit communities from being open to social reconciliation and collaborative peace. Cycles of violence are well established in all of the potential cross-border areas to be targeted. Communities visited during design site visits consistently said that current conflict issues could not be resolved unless prior conflicts were also addressed. In many communities, certain cultural practices also condone or actually promote violence.

Traumatic events have been common in most areas, including killings, rape, destruction of property, cattle-rustling, long-standing discrimination, and government security operations. Experiencing trauma can overwhelm individual and community ability to cope. Traumatized individuals may suffer from a number of symptoms that can disrupt interpersonal relations, inhibit learning and ability to work, make individuals more susceptible to drug and alcohol abuse, and, in some cases, can make individuals more prone to extreme anger and violent behavior. At an individual and community level, suppressed, unresolved pain can feed resentment and a desire for revenge, prompting cycles of renewed conflict.

Understanding trauma, its effects on individuals and communities, and how it can be healed from an individual and community perspective, may, therefore, be a powerful peace-building approach. Trauma awareness activities can allow participants to explore their own experience with trauma, how trauma may have affected their community, and approaches for healing past and recurring trauma. Understanding links between trauma and cycles of violence includes acknowledgement that "perpetrators" often have their own trauma stories and that "victims" become "perpetrators" in acts of revenge. Such awareness may allow greater empathy for members of the "other" community to emerge. It may also contribute to opening new avenues for inter-communal healing by creating a willingness to listen to the "other's" story and seek solutions that acknowledge atrocities and create opportunities for “victim” and “perpetrator” communities to heal.[4]

Culture is an essential part of conflict and conflict resolution since it shapes our perceptions, attributions, judgments, and ideas of self and other.[5] In the Horn of Africa, many cross-border communities share cultural norms and practices that can promote peace and collaboration, such as common traditional justice systems, common religious values, and similar or common languages. Community consultations indicate that many of these norms and practices could be built upon to promote peace.

In contrast, certain cultural practices and norms may encourage acts of violence. For example, in some border areas, spiritual leaders bless warriors before and after cattle raids. In another area, a warrior is believed to have defended the pride of his clan and proven his manhood when he murders a man from the enemy tribe/clan. Songs and dances prepared for such warriors stir other warriors and young men to engage in murder and cattle raids. Women rebuke the warriors who have not been successful in raids rousing them to raid again. In another border zone, young men were reported to murder members of another tribe or clan in order to prove their manhood or impress young women.

USAID program experience has also shown that jointly-identified, managed, and shared community projects can enhance and sustain peace efforts where conflict groups share such a resource on a regular basis. When planned by communities to address identified conflict issues or wounds, they can be powerful means for bringing communities together. These projects, which have included maternity wards, classrooms, water pans, and peace markets, can provide conflicting communities with opportunities for mutually beneficial cooperation and often represent an important first step in addressing structural causes of conflict in a community. It appears that frequency of use may influence the impact of such shared projects; the impact may be less if groups do not jointly use the resource on a frequent basis.

Illustrative Theories of Change

Trauma Healing

IF people better understand conflict-induced suffering of “victims” and “perpetrators” and its relationship to cycles of violence
THEN they will have greater empathy for all traumatized people, “victims” and “perpetrators”
AND THEN they will seek inter-communal healing in lieu of revenge
AND THEN healing peace-building leaders emerge that seek to break cycles of violence (this outcome contributes to Result 2, Community Peace-building Capacities Mobilized)

Cultural Practices Adaptation

IF people have greater understanding of linkages between cultural and community norms, peace-building, and conflict
THEN they can identify practices that may provide a foundation for peace and those which divide communities or contribute to conflict
AND THEN leaders for promoting peace-building cultural practices and discouraging practices that contribute to conflict will emerge (this outcome contributes to Result 2, Community Peace-building Capacities Mobilized)

IF cultural change leaders develop and implement activities to capitalize on peace-building cultural practices and/or adapt/temper cultural practices that contribute to conflict

[4] Yoder, Carolyn. *The Little Book of Trauma Healing.* Intercourse, PA: Good Books, 2005. Print.
[5] LeBaron, Michelle. (2003). *Culture and Conflict*. Retrieved from http://www.beyondintractability.org/bi-essay/culture-conflict.

THEN greater use will be made of peace-building practices and the influence of divisive practices will start to diminish (this outcome contributes to Result 2, Community Peace-building Capacities Mobilized)

Healing Peace Dividends

IF communities engage in participatory exploration of trauma, conflict issues, and opportunities to promote healing between communities
AND IF communities develop cross-border projects (peace dividends) to address conflict issues and promote inter-communal healing
THEN collaborative community interaction will be facilitated among large segments of the population to counter histories of violence
AND THEN large segments of the population will share a tangible investment in peace
AND THEN a sense of interdependence between communities will be increased

IF transparent processes for contracting and managing peace dividends are utilized by joint committees, inclusive of youth and women
THEN youth, women, and men will be engaged as leaders and advocates for continued collaboration (this outcome contributes to Result 2, Community Peace-building Capacities Mobilized)
AND THEN key leaders will develop greater confidence in their partnership with leaders of the other community (this outcome contributes to Result 2, Community Peace-building Capacities Mobilized)
AND THEN they will build strategic relations across communities that can serve as a basis for cross-border/cross-community joint action to address conflict and build peace (this outcome contributes to Result 2, Community Peace-building Capacities Mobilized)

Illustrative Activities

- Support peace and trauma awareness for all stakeholders and segments of communities (e.g. women, religious leaders, local business leaders, civic activists, local government officials, and local security forces) to increase their understanding of trauma caused by conflict, broken relationships, and cycles of violence
- Support stakeholder exploration of long-standing grievances and cultural practices that divide communities and how peace-builders can help communities resolve these grievances and change harmful cultural practices
- Support community-led and managed peace dividend projects using transparent, participatory methods, including exploration of what binds communities together and local conflict issues

NOTE: USAID recognizes that local security officials play an important role in conflict management and peace-building. To the extent allowed under USG restrictions on USAID assistance to police, intelligence, and military, local security officials may be considered for participation in outreach activities such as trauma healing and planning of peace initiatives. A detailed legal review of restrictions on such USAID assistance will be done with the implementing partner during program launch to ensure understanding of the restrictions and agree upon processes to vet any proposed activities which may engage security officials.

Result 2: Community peace-building capacities mobilized

This result focuses on the establishment of robust community cross-border peace networks. Achieving this is seen as a multi-step process in which activities would promote the emergence of peace-building leaders from across a community, build their and their organization’s peace-building skills, and foster collaboration among peace leaders and organizations to form local networks. There is a high degree of variability across border zones in the degree to which communities are currently active in peace-building and in their relative skill and effectiveness.

Programmatic experience has shown that community-led peace-building works best when a dense network, including civil society, business leaders/private sector, women, youth, and religious leaders, is actively engaged in peace-building. To be able to address a particular conflict issue, such a network needs to span the whole conflict/peace system in question, covering all major parties irrespective of national or local government borders. Provided with capacity and opportunity to jointly engage in peace-building, these actors can leverage their personal skills and community positions to affect peace and, together, create a network ready and able to facilitate peace-building.

Peace-building initiatives will vary from one community to another, according circumstances. The critical aspect of peace-building initiatives is that they address all layers of conflict causes. These include surface triggers of violence, structural causes of conflict, and unresolved trauma from historical violence. While these are discussed as separate causal layers to aid analytic clarity, any particular conflict incident is likely to have multiple layers in play. For example, a crime against a member of the "other" group may spark collective revenge from the "victim" group. In this instance, the crime is a trigger. In some cases, the crime may be an accepted cultural practice, such as cattle raiding or perpetrating violence to prove manhood. The retaliatory collective revenge violence may be fed by the structural issue of ineffective government criminal justice services that are unable to address the crime, and by unresolved trauma from historical violence that makes the "victim" group open to seeking collective revenge. Effective peace-building should be able to intervene with rapid response when a potential trigger occurs AND address the cultural acceptability of violence AND work with government to develop effective means to address and prevent criminality AND work on healing past traumas to reduce the ease with which collective revenge can be mobilized. This example illustrates why networks with multiple segments of a community mobilized for peace-building have been most effective. No one segment of a community – elders, religious leaders, traditional leaders, professionals or intellectual leaders, women, youth, business leaders, local government – can address these multiple causal layers effectively on its own.

The impact of national and regional issues on cross-border communities has been changing rapidly. In the past, most of the potential target border areas were not the focus of national attention and, while pastoral meat production is a significant economic contribution, it was typically under-valued and discounted. Now, discoveries of oil in Turkana, potential for hydro-electricity in Ethiopia, potential for industrial agriculture investments, recognition of the value of the meat trade, and plans for a major transport corridor have raised the economic profile of Horn of Africa borderlands. Further, the spill-over of fighting in Somalia has focused Ethiopian and Kenyan attention on national security concerns along their borders with Somalia. The tide may be turning on these security concerns with the establishment of the Somalia Federal Government and its expanding territorial control. This may herald a new interest in consolidating peace on these borders.

While possibly positive for overall economic growth, the new economic interest in borderlands has the potential to exacerbate inter-communal conflict. Such investments do not automatically translate into improved well-being of local communities. Marginalization of local communities is equally possible, where investment benefits may accrue to people from other regions with businesses that may secure contracts and/or establish new stores/outlets to serve new industry communities. Generally, energy and transport industries are less likely to create mass employment opportunities. Many jobs in the energy sector require specialized skills. This can lead to emigration of skilled workers from other regions and feed a sense of dislocation in local communities. Anticipated increases in land values can fuel speculation, adding pressure on existing land tenure issues. For pastoral communities, increased investment of this type brings the possibility of reduced access to grazing land and water points.

Addressing the conflict potential of such economic issues presents a clear opportunity for linkages between local communities, national CEWERUs, and CEWARN. Community peace leaders with their understanding of local dynamics could collaborate with the regional system to highlight these important issues before national governments. CEWARN/CEWERU-facilitated dialogue could allow for better understanding of how such investments impact conflict in the region and what type of mitigation measures may help promote peace.

In addition to large-scale economic investment, climate change, pastoral mobility, population density, and the quality of range land and related natural resources can be key concerns for local communities. Much of the borderlands in question are arid or semi-arid lands with local economies based largely on pastoralism. Local disputes over access to natural resources, such as water, pasture, and land, are among conflict issues. Overexploitation of wood, fish, farm lands, and grazing lands over time can lead to forest degradation, biodiversity loss, land degradation and resource scarcity that, if not addressed, could contribute to further conflict.

Many communities suggested that local customary legal systems and community peace agreements could be strengthened to play a greater role in managing resource sharing between communities and providing adjudication of inter-communal disputes. Some of the weakness noted in field visits and previous programming include that community peace accords have not been documented, that they are not widely known, and that traditional systems and community peace agreements are not consistently recognized by governments. Addressing these and other challenges identified by local leaders may be part of the diverse peace-building initiatives supported in relevant communities.

Although they are critical for peace-building, opportunities for women and youth to be leaders are often constrained by cultural practices, limited leadership skills, lack of confidence, and limited local resources. Women are frequently among the first to choose peace over violence. They also play a strong role in shaping cultural norms for children and youth. Women's peace initiatives have played a key role in increasing stability in northeastern Kenya. Experience has shown that continued support for women's leadership is needed across targeted zones. In areas where strong women leaders have emerged, there is a realization that rural women and women youth do not yet enjoy the same levels of leadership as town or urban women. In other areas, support for women's peace leadership is only just beginning.

Youth are commonly frustrated by lack of opportunity socially, economically, and politically. This can make some susceptible to drug use and at risk of being drawn into conflict. Youth peace leaders have the opportunity to earn respect through concrete achievements in addressing conflict issues. They can also be powerful influences on their peers. Frequently, youth bring unique skills, including higher general and technology/computer literacy rates. When appreciated by older community leaders, beneficial partnerships can be developed which promote greater inter-generational collaboration and provide avenues for youth to pursue their aspirations.

Illustrative Theories of Change

Promoting local peace-building leadership

> IF diverse segments of a community participate in peace-building outreach activities, such as trauma healing and peace dividends, and/or are otherwise exposed to peace activities
> THEN new peace leaders from across a community will emerge

> IF peace leaders, women and youth included, strengthen their leadership skills and understanding of peace-building
> THEN they will expand their circles of influence within their communities as individuals and within the community groups or organizations with which they are affiliated

IF peace leaders, women and youth included, build connections with national and regional institutions, e.g. CEWERUs and CEWARN
THEN they may expand their influence into national and regional circles
AND THEN they will be better positioned to lead initiatives addressing structural conflict causes that require national and/or regional action

IF community thought leaders support women and youth leadership
THEN women and youth leaders can enjoy greater acceptance and respect in a community

Promoting youth leadership and engagement opportunities

IF youth develop and carry out self-directed peace initiatives
THEN youth are invested in peace and community well-being
AND THEN youth will emerge as influential leaders
AND THEN youth will gain respect from other community leaders and the community at-large

Expanding impact of peace-building organizations

IF community peace organizations expand their peace-building skills, appropriate organizational systems/function, and resource base
THEN they will design and implement more effective peace-building initiatives targeting the multiple causal layers of conflict in their communities

Peace network establishment and sustainability

IF peace-building organizations and leaders work together in various peace-building analyses and activities
AND IF functional coordination mechanisms are established/strengthened/used
THEN they can develop mutual appreciation for unique organizational strengths and peace-building interests
AND THEN a community peace-building network can emerge
AND THEN they can more effectively address the multiple causal layers of conflict

IF a dense network of community leaders and organizations are active in peace-building
AND IF peace network initiatives are able to mobilize local/Horn of Africa resources for peace-building activities
AND IF peace organizations and networks are able to learn from their practice
THEN networks will become increasingly self-sustaining from organizational, financial, and knowledge/skills perspectives

Illustrative Activities

- Support establishment and strengthening of cross-border conflict response networks such as peace committees, youth, women, religious mediation councils, community policing, business and professional associations, and livestock market mediators
- Provide grant opportunities for a wide-range of community-led/network-led peace initiatives
- Support women conflict management and transformation leadership development
- Provide targeted grant opportunities for women-led peace organizations
- Support youth conflict management and transformation leadership development
- Provide targeted grant opportunities for youth-led peace organizations and peace initiatives targeting youth
- Support revitalization and awareness-raising of inter-communal peace agreements
- Promote the use of traditional conflict resolution approaches, where appropriate
- Support efforts to increase sustainability of local networks

- Facilitate collaboration between local peace networks, local government, and national/regional bodies to address conflict issues that require such attention
- Promote expansion of community resource-sharing agreements to incorporate management and maintenance practices that protect/improve the health of the resource and enable its sustainable use

Result 3: Local governments partner with their cross-border counterparts and with communities in conflict management

This result focuses on promoting the emergence of peace-building leaders from among local government officials. For the purposes of this program, the term “local government officials” includes all government officials located in the targeted cross-border zones, whether they are part of the local government administration or are national government or line ministry officials posted to the area.

As the entry point for communities into all levels of government, local governments have an important role in conflict management and peace-building. Local government and local security officials are the gateway for government response to community needs. They are the people on the ground who community members can petition to address conflict issues. Despite this key role, local government performance in productive conflict management is highly mixed. Local governments have never been a direct partner for USAID/EA cross-border conflict management programming.

In many of the potential target cross-border zones, mechanisms for sharing security information and coordinating conflict management between local governments exist. Several local governments also play a role in, or have links to, peace committees and CEWARN field monitors responsible for sending conflict alerts. On the Kenya-Uganda border, field visits found that cooperation between local governments has been successful in resolving conflicts related to cattle rustling. On the Kenya-Somalia border, a local government official who had been transferred from an area in which he had worked with USAID/EA peace-building partners to an area where the program did not work took the initiative to encourage establishment of youth for peace activities. In South Sudan, a local government official who had worked with earlier bilateral USAID peace programming saw many opportunities to build peace in his jurisdiction and was eager to participate in PEACE III activities.

In contrast, local government can contribute to, or be silent on, the question of conflict management. Some local administration officials may still carry the long-standing prejudice against pastoral and/or borderland groups that has been evident in different times and places in the Horn of Africa. As such, some officials have viewed tribal conflict as an issue of local communities which was not their responsibility. In addition, outbreaks of local conflict have been driven by politicians in some border zones. In Kenya, this was seen as political aspirants sought to position themselves in advance of the March 2013 elections. Finally, in their role of coordinating development projects, local government can have an influence on the degree to which such projects are divisive or promote peace. Although well-intentioned, economic development projects can spark or exacerbate conflict. Some years ago, a borehole dug by the Kenyan government sparked renewed violence between the Garre and Murulle clans on the Kenya-Somalia border.

The time is ripe for engaging local governments as peace-building partners. Under the new CEWARN Strategic Framework, mechanisms for communication between local community peace-builders, local government, security forces, and national government are expected to be expanded. Greater emphasis is expected on maintaining on-going communication among these groups in fragile cross-border zones. Further, three countries in the Horn are under-going changes in their local government systems, as noted earlier. Kenya is establishing directly elected county governments with greater service delivery authority. Somalia is seeking to consolidate local governance in territory newly under the control of the Federal

Government. And, South Sudan is continuing its efforts to develop state governments as effective federal states.

Illustrative Theories of Change

Promoting emergence of local government peace-building leadership

IF local government officials participate in peace-building outreach activities, such as trauma healing, peace dividends, and/or are exposed to peace initiatives
THEN new local government peace leaders will emerge.

IF local government peace leaders strengthen their leadership skills and understanding of peace-building
THEN they will expand their circles of influence within their communities as an individual and within their government entity.

IF local government peace leaders have opportunities to work with national and regional institutions, e.g. CEWERUs and CEWARN
THEN they may expand their influence into national and regional circles
AND THEN they will be better positioned to lead initiatives addressing structural conflict causes in their localities that require local, national, and/or regional government/intergovernmental action.

Expanding impact of local government peace-building initiatives

IF government organizations at the local level with peace-building leaders improve their peace-building understanding and skills, strengthen appropriate organizational capacities, and can access additional resources as may be required
THEN they will design and implement more effective peace-building initiatives targeting multiple causal layers of conflict.

Local governments and peace networks

IF local governments and security officials have opportunities to work with their cross-border counterparts and civil society peace-building organizations
THEN they can develop mutual appreciation for unique organizational strengths and peace-building interests
AND THEN a sense of a peace-building partnership can emerge between cross-border governments, security forces, and civil society.

IF local government, security officials, and peace networks share conflict analyses and work together on peace-building initiatives
THEN they can more effectively address the multiple causal layers of conflict.

Illustrative Activities

- Include local government and security officials in outreach activities such as trauma awareness events and planning of peace dividend projects
- Support training to understand cross-border governance systems, conflict-sensitive development, conflict dynamics, and options for mitigating conflict
- Establish/strengthen cross-border local government conflict management and coordination mechanisms
- Mentor peace-building leaders in government in conflict analysis, response, and peace-building
- Provide support for peace-building initiatives that promote greater government responsiveness to conflict issues and that promote partnership with civil society peace networks

Result 4: Capacity of Horn of Africa Non-Governmental Organization (NGO) partners to support local cross-border conflict management increased

Under this result, the Recipient shall identify and build the capacity of Horn of Africa NGOs working on peace-building and conflict management with an interest in supporting local, cross-border peace-building. This is intended to increase the likely sustainability and effectiveness of local peace networks and the regional CEWARN system. Such NGOs may specialize in a region of a country, such as Karamoja in Uganda or northeastern Kenya, or they may be national NGOs, or they may work in more than one Horn of Africa country. The ultimate goal of this result is to achieve Horn of Africa capacity to continue support and mentorship for cross-border peace networks.

Illustrative Activities

- Identify Horn of Africa NGOs as implementing partner sub-grantees that may run sub-offices in particular border zones, managing specific elements of program implementation
- Provide institutional capacity building in relevant areas, e.g. financial management, monitoring and evaluation, strategic planning, fund-raising, small grant management
- Provide technical training and mentoring in approaches to peace-building and building capacity of community-based organizations
- Assist with sustainable financial planning, e.g. diversifying funding sources

Secondary Objective: Support improved responsiveness of regional and national initiatives to cross-border conflict

Result 1. Targeted management systems in CEWARN network institutions strengthened
Result 2. Targeted initiatives to achieve CEWARN Strategic Framework objectives supported

IGAD/CEWARN emerged as the leading regional actor in conflict management in the Horn of Africa. Improving responsiveness of CEWARN and CEWERUs to cross border conflict is central to addressing conflict issues that involve national policy or government authorities at the national level. The Recipient shall coordinate and collaborate with CEWARN institutions throughout program implementation.

While the primary USAID support to CEWARN is provided through a direct grant to IGAD, experience has shown that collaboration between the USAID PEACE partner and CEWERUs strengthens relationships, expands opportunities to integrate local peace networks into the CEWARN system, and enables dissemination of successful local peace-building approaches. CEWARN-affiliated institutions may request technical and/or operational support from PEACE III to strengthen particular management systems and/or implement particular initiatives relevant to achievement of objectives under the CEWARN Strategic Framework. Such collaboration may also emerge organically from engagement between local peace networks and CEWERUs/CEWARN.

Illustrative Activities

- Provide technical assistance on institutional capacity functions, such as strategic planning and grant management
- Support engagement and collaboration of CEWARN and CEWERUs with local community peace networks
- Provide technical assistance on peace-building approaches
- Provide support to implement targeted CEWERU peace initiatives

Geographic Location

USAID recognizes that conflict zones do not have hard and definite borders. Instead, the geographic bounds of conflict and peace systems can be seen as overlapping and nested Venn diagrams whose circles grow and shrink over time. For the purposes of the PEACE III program, USAID suggests that geographic edges of targeted zones be defined based on periodic conflict and peace assessments. Interventions would target peace corridors, where the bounds of a peace corridor would be defined as the smallest geographic area which could be targeted that would engage the primary conflict and peace actors. Over the life of the program, the boundaries of PEACE III activities would be expected to shift as peace networks gain greater capacity and are able to extend their reach to peace corridors/conflict systems in which their group(s) is a party, but which may have been initially outreach or which may have been calm earlier in the program but later began to experience violence.

The maximum geographic scope of the program is defined by IGAD Member States active in CEWARN. Within that territory, the map herein illustrates the potential cross-border target zones for Year 1 of PEACE III. These were identified in conjunction with CEWARN, the CEWERUs, and country USAID Missions. Final Year 1 locations will be proposed by the implementing partner in its work plan based on further consultations with these stakeholders and feasibility considerations.

In Year 2, USAID anticipates expansion on the Somalia-Ethiopia, Somalia-Djibouti, and/or Somaliland-Puntland borders. Additional expansion over the life of the program could include the Ethiopia-South Sudan border and South Sudan-Sudan border. These and any other changes to target locations during the life of the program would be agreed to with relevant stakeholders and approved as part of the PEACE III annual work plan process.

PEACE III Year 1 Potential Cross-border Zones

Coordination with Other USAID and Donor Activities

While the cross-border conflict management focus of PEACE III is relatively unique, there will be several opportunities to coordinate and collaborate with country-focused programs that may be working in border zone. Illustrative examples include:

- **USAID/Somalia Transition Initiative for Somalia (TIS), IOM and DAI:** Promotes stability through the implementation of small grants and activities that focus on supporting relevant regional and local governance institutions and communities through light community infrastructure, technical assistance and livelihood support projects. TIS also includes a "Migration for Development in Africa" (MIDA) component, which helps to recruit qualified Somali diaspora.
- **Women's Peace building and Leadership Program, Eastern Mennonite University (EMU):** EMU, with USAID support, has provided scholarships for women civil society leaders from Somalia and the Kenya-Somalia border to attend EMU's Women's Peace and Leadership Academic Cohort Program at the university's Center for Justice and Peace Building. The program targets women peace practitioners recognized as possessing leadership potential and dedication to their community. Participates complete a Graduate Certificate in Conflict Transformation focused on applied, practice-based methodologies. By targeting particular geographic regions and incorporating a mentoring component that links participants to more experienced local women peace leaders, EMU hopes to foster the emergence of skilled networks of women leaders.
- **USAID/Kenya Yes Youth Can:** Supports the empowerment of Kenyan youth as envisioned in the 2010 constitution. The program aims to develop peaceful leaders among 18-35 year-olds, with the complementary objective of improving their socioeconomic status. In Yes Youth Can, young people organize themselves in youth-run and youth-led *bunges* (parliaments) through which members democratically elect their own leaders at the village, county, and national level. The bunges provide a structure and forum for young women and men to mobilize and take action to improve their own lives and those of their neighbors, develop new leadership skills, promote transparent decision-making about their priorities, engage their collective voice on decisions that affect them, and revive the true spirit of *harambee* (a Kenyan tradition of community self-help events) as they serve in developing their communities.
- **USAID/Kenya Resilience and Economic Growth in Arid Lands: Improving Resilience (REGAL-IR):** REGAL-IR is a five-year (2012-2017), $45.5 million Cooperative Agreement between USAID/Kenya and Adeso and its consortium partners. REGAL-IR will employ a community-driven development approach to strengthen social, economic, and environmental resilience in Garissa, Wajir, Marsabit, Isiolo and Turkana counties. The "Participatory Learning, Planning and Action (PLPA)" approach aims to "do business differently." It will empower communities, strengthen their customary authority, committees and CBOs, improve gender equity, and be more inclusive of all demographic groups. Pending the conclusion of the PLPA, REGAL-IR anticipates facilitating activities across six inter-related thematic areas: diversification of livelihood opportunities; advancing value chains inclusiveness; improving the management and productivity of natural resources; improving conflict management; improving drought management; and promoting the consumption of nutritious foods.
- **USAID/Uganda Food Security Programming in Karamoja:** In August 2012, USAID/Uganda awarded two new food security programs in Karamoja. Together, the programs represent a five-year investment by USAID to reduce food insecurity in the region by strengthening livelihoods and improving nutrition. The programs also aim to develop household and community response strategies to predictable food security shocks. The programs will operate in all seven Districts of Karamoja. While there will be differences in the way the programs are implemented, both programs will: improve livelihoods, mainly through improving the productivity of agriculturalists and agro-pastoralists and linking people to value chains and private sector markets; and improve nutrition

among pregnant and lactating women and children under two, preventing malnutrition through education related to food, water, and sanitation as well as limited food distribution.

Monitoring and Learning

As noted earlier, PEACE III is intended to be a learning program that supports learning across stakeholders. Key learning stakeholders include local peace practitioners, national peace practitioners such as CEWERUs and interested NGOs, CEWARN, the PEACE III and other implementing partners, and USAID.

USAID anticipates engaging an independent partner to support on-going evaluation and learning. The PEACE III implementer should work closely with the Evaluation and Learning partner to develop and implement appropriate tools and methodologies for assessing activity outcomes, evaluating result-level changes, and linking these changes to changes in the peace and conflict environment. In addition, the PEACE III implementer should collaborate with the Evaluation and Learning partner to develop periodic learning products for key stakeholder groups, in cycle with activity outcome and result data gathering and analysis.

Such on-going learning, and expected subsequent adaptation of TOCs and activities, would not replace reporting on annual monitoring indicators. Illustrative monitoring indicators include:

- Percent of activity participants reporting improved attitude toward the community with which they have been in conflict (Result 1)
- Number of new groups or initiatives created through USG funding, dedicated to resolving the conflict or the drivers of the conflict (F indicator 1.6.1-12)
  - Number of joint community-government responses to conflicts (Primary Objective)
  - Number of community organizations newly mobilized for peace-building (Result 2)
  - Number of new peace activities led by USG supported peace networks (Result 2)
  - Number of local government cross-border mechanisms established or strengthened (Result 3)
  - Number of local government-led mechanisms to partner with civil society in conflict management established or strengthened (Result 3)
  - Number of CEWERU-led initiatives supported by PEACE III that achieve stated objectives (Secondary Objective Result 2)
- Number of local women participating in a substantive role or position in peace-building process supported with USG assistance (F indicator 1.6-6) (Results 2 and 3)
- Percentage of community peace initiatives that receive government support (Result 3)
- Percentage of peace corridors for which a Horn of Africa NGO leads implementation of PEACE III community activities (Result 4)
- Number of institutional management systems strengthened (e.g. administrative systems, financial management, strategic planning, project cycle management, grant management) (Results 2 and 4, Secondary Objective Result 1)

SECTION II – BASIC AWARD INFORMATION

1) ESTIMATED FUNDING: Subject to the availability of funds, USAID intends to provide approximately **between US$34,000,000 to $35,000,000** in total funding for the **PEACE III Program.** USAID may make one or more award(s) without discussions to responsible applicant(s) whose application(s) offer the greatest value to the U.S. Government. To the extent they are necessary, negotiations will be conducted with the Apparently Successful Applicant(s). Award(s) will be made to the responsible applicant(s) whose application(s) offers the greatest value, cost and other factors considered. **USAID reserves the right to fund any or none of the applications submitted.**

2) PERFORMANCE PERIOD: The anticipated program start date is **July 12, 2013** for a five year period through **July 11, 2018.**

3) AWARD TYPE: USAID anticipates the award will be a **Cooperative Agreement. Substantial Involvement** under the award is expected to be as follows:

   a. Approval of Annual Work Plans. Any significant changes to the approved Work Plan shall require additional approval. The first Annual Work Plan shall be submitted to USAID for approval 60 days after the proposed Award is signed. Subsequent Annual Work Plans should be submitted 30 days prior to commencement of the next Annual Work Plan period. USAID will provide additional guidance on the Work Plan in a post-award conference.

   b. Approval of the following Key Personnel positions:
      - Chief of Party
      - Deputy Chief of Party
      - Additional position(s) as may be proposed by the Applicant or designated by USAID at time of award, generally no more than 5 individuals

   c. Approval of the Monitoring and Evaluation (M&E) Plan as part of the first Annual Work Plan and any subsequent changes to the M&E Plan.

   d. Concurrence on selection of sub-award recipients (see 22 CFR226.25 for requirements)

   e. Approval of all construction activities in advance and authority to immediately halt any construction activity.

4) AUTHORIZED GEOGRAPHIC CODE: The Authorized Geographic Code is 937 for the procurement of goods and services.

5) BRANDING STRATEGY AND MARKING PLAN: The successful applicant(s) will be required to submit a Branding Strategy and Marking Plan to be evaluated and approved by the Agreement Officer with concurrence from the Agreement Officer's Representative (AOR). A Branding Implementation Strategy and Marking Plan shall be in accordance with USAID Branding and

Marking plan as required per ADS 320. Please refer to ADS 320, (**http://www.usaid.gov/policy/ads/300/**) specifically 320.3.3.3 for more information. The Recipient shall comply with the requirements of the USAID “Graphic Standards Manual” available at www.usaid.gov/branding, or any successor branding policy. Pending formal Mission guidance, activity with a government entity will be branded, as appropriate, for the program's stabilization goals (USAID Graphic Standards Manual 4.10).

[END OF SECTION II]

SECTION III – ELIGIBILITY INFORMATION

1) USAID policy encourages competition in the award of Grants and Cooperative Agreements. In response to this RFA, any U.S. or non-U. S. organizations, non-profit, or for-profit entity is eligible to apply.

2) USAID encourages applications from potential new partners.

[END OF SECTION III]

SECTION IV - APPLICATION AND SUBMISSION INFORMATION

SUBMISSION AND PREPARATION GUIDELINES

ELECTRONIC SUBMISSION OF APPLICATIONS VIA E-MAIL IS REQUIRED.

Please submit your applications to all of the e-mail addresses below by **09:00 am, Nairobi, Kenya Time, May 15, 2013.** Receipt by either one of these two addresses by the deadline for submission will constitute timely receipt of your application. **RECEIPT TIME IS WHEN THE APPLICATION IS RECEIVED BY THE USAID/EAST AFRICA INTERNET SERVER.** Paper copies of the applications are not required. The addresses for the receipt of applications are: Agreement Officer, Linda McElroy, via email at lmcelroy@usaid.gov with a copy to the Regional Acquisition & Assistance Specialist, Ali M. Ali at alali@usaid.gov. Applications which are submitted late or do not follow the instructions contained herein run the risk of not being considered in the review process.

All applications received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. Applications should take into account the evaluation criteria provided in **Section V** and must include the **Representations and Certifications** provided in this Section below. In the event Representations and Certifications are not submitted with the application, they must be completed before final award is made. **Please note that technical and cost applications should be kept separate.**

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, USAID will consider only applications conforming to the format prescribed below.

A. Technical Application Format

Applications must be submitted electronically in MS Word and .Pdf (Adobe Acrobat) versions. In case of any conflicts between the MS Word and .Pdf versions of the application, the .Pdf version will govern as it will be the version presented to the Technical Evaluation Panel.

Applicants are advised that any pages exceeding any of the prescribed limits below will not be considered for evaluation.

Applications must be legible and must *not* require **MAGNIFICATION** (!). Please be kind to the evaluators and keep the technical application clear, concise, easy to follow, while also in complete compliance with the instructions herein.

Applications will be evaluated by a USAID Technical Evaluation Committee (TEC). Additional discussions with applicants may take place if the applications submitted do not adequately describe the activities to be funded and/or there are one or more points to be clarified or modified based on the recommendations of the TEC.

Technical applications are limited to 30 pages maximum for all information including cover page, table of contents, dividers, résumés/CVs, letters of commitment from proposed personnel, and past performance information. A page in the technical proposal which contains a table, chart, graph, etc., is counted as a page within the page limitation. Information beyond these limits will not be evaluated.

a. Technical Understanding and Approach – Program Description

The Applicant's technical approach should address three main items: understanding of program context; approach to achieving the results described in this RFA; and creating a learning program based on on-going monitoring of activity outcomes.

The narrative should demonstrate the Applicant's understanding of the programming context, including Horn of Africa peace and conflict dynamics and relevant primary actors, as well as opportunities for and challenges to community-led cross-border peace-building across the potential target zones.

The application should articulate the proposed approach to achieving each result. It should discuss the Applicant's approach for engaging with local actors, building partnerships with key stakeholders, and creating linkages with other relevant development activities. It should discuss how the Applicant would engage with local actors, as well as how it would apply Theories of Change (TOCs). The TOCs that would be the initial basis for activities should be articulated. Applicants are encouraged to modify the TOCs presented herein and/or develop their own TOCs based on current best practices and past experience. Finally, the approach and/or criteria the Applicant would take for proposing final Year 1 cross-border locations should be described.

The Applicant should also describe the proposed approach for creating a learning program based on activity outcome data. This would include how activity outcomes would be monitored and linked to program results, how program achievements would be documented and articulated, how the Applicant would work with the anticipated USAID evaluation and learning partner, and how the Applicant would use monitoring data to inform adaptation of activities. Proposed performance monitoring indicators with proposed targets for Years 1 and 2 should be included. It is the Applicant's responsibility to ensure that all costs associated with the implementation of the monitoring and learning plan are considered in the application.

b. Management and Staffing Plan

The Technical Application shall include a management and staffing plan. The management plan for the program shall be explicitly stated. If the application is from a consortium, partnership with more than one organization, or includes significant implementation sub-grantees, the management plan must identify the formal relationships, roles, and responsibilities of each consortium member, partner organization, or implementing sub-grantee. The management plan shall also include the role of the home office(s) in providing technical assistance, management support, and/or implementation oversight during the life of the program. It should identify where the planned program office and any planned sub-offices would be located. The staffing plan shall state the roles and responsibilities of planned professional staff positions, their required educational qualifications and experience, and where they would be based.

c. Key Personnel

The Chief of Party (COP) and Deputy Chief of Party (DCOP) shall be designated as Key Personnel. The Applicant may propose additional positions as Key Personnel, generally no more than 5 individuals. Further, USAID may designate additional positions as Key Personnel at the time of award should the management and staffing plans warrant this.

The application narrative shall clearly summarize the professional qualifications of proposed Key Personnel in light of the roles of responsibilities of each position. Key Personnel will be assessed on the appropriateness of their experience and qualifications given the role and responsibilities for which they are proposed, including their effectiveness and success in similar positions. Minimum COP and DCOP qualifications are stated below. The Applicant may highlight additional position qualifications in keeping with a position's specific roles and responsibilities. Availability of Key Personnel is an important criterion and must be clearly stated and supported by letters of commitment, as noted below.

For each proposed Key Personnel, a complete and current résumé demonstrating the candidate's qualifications and experience shall be submitted. Résumés shall not exceed four pages in length and shall be in chronological order starting with most recent experience. Each résumé shall be accompanied by a signed letter of commitment from each candidate indicating his/her (a) availability to serve in the stated position and for the stated term of service; and (b) agreement to the compensation levels as set forth in the cost proposal. Applicants shall also submit three (3) references of professional contacts, with current contact information including email addresses and telephone numbers, for each proposed candidate. USAID may also check other sources to gather information on proposed personnel including, but not limited to, other USAID or US government persons who have knowledge of their previous work.

Note that the applicant need not identify non-Key Personnel in their proposal. In addition, USAID neither requests nor desires exclusivity agreements between the offeror and proposed personnel.

Chief of Party
- Advanced degree in peace-building and conflict management, social sciences, international development, political science, or other related field
-Minimum seven (7) years of relevant professional experience managing and implementing peace-building and conflict management projects with experience in the Horn of Africa preferred
- Demonstrated ability to effectively manage staff working in multiple locations affected by conflict
- Demonstrated ability to negotiate and partner with communities, government representatives, donors and other stakeholders
- Demonstrated ability to communicate effectively in English, both verbally and in writing

Deputy Chief of Party
- Advanced degree in peace-building and conflict management, social sciences, international development, political science, or other related field
- Minimum five (5) years of relevant professional experience managing and implementing peace-building and conflict management projects with experience in the Horn of Africa preferred
- Demonstrated ability to effectively manage staff working in multiple locations affected by conflict
- Demonstrated ability to work effectively with communities, civil society, local government representatives and other stakeholders
- Demonstrated ability to communicate effectively in English, both verbally and in writing

d. Organizational Capacity and Past Performance

The Applicant should describe its experience and institutional technical expertise in implementing conflict management activities similar to PEACE III in terms of approach, magnitude, and complexity. Lessons learned from this experience and how these would be applied to Peace III should be addressed. Relevant information on the Applicant's ability to attract and retain high-quality Key Personnel for the duration of its programs shall also be provided.

The Applicant shall provide detailed past performance information, which should include all relevant Awards (Contracts, Grants and Cooperative Agreements) performed within the last five (5) years that are similar in size, scope and expected results to what is contained in the Program Description. At minimum, the list should include for each referenced Award:

- Name of the Organization;
- Award Number;
- Activity Title;
- A brief description of the activity;
- Period of Performance;
- Award Amount; and

- Name of at least two (2) updated professional contacts who most directly observed the work at the organization for which the service was performed with complete current contact information including telephone number, and e-mail address for each proposed individual.

If the Applicant encountered problems on any of the referenced Awards, they may provide a short explanation and the corrective action taken. Applicant shall not provide general information on their performance.

USAID reserves the right to obtain from any sources relevant information concerning an Applicant's past performance and may consider such information in its evaluation.

B. Cost Application Format

The cost application is to be submitted via a separate e-mail from the technical application. This is due to the strict page limitations for the technical application. Certain documents are required to be submitted by an applicant in order for the Agreement 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. A cost application consists of:

- The **SF-424**, Application for Federal Assistance; **SF-424A**, Budget Information – Non-Construction Program; and **SF-424B**, Assurances – Non-Construction Programs. These forms may be downloaded from the following website: http://www.grants.gov/agencies/aapproved_standard_forms.jsp);
- a summary budget;
- a detailed/itemized budget;
- a budget narrative explaining costs to be incurred; and
- other administrative documentation as required.

The following sections describe the documentation that applicants for an 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:

The required budget format is attached to this RFA package (***Attachment 1_Budget Template***)

Figure 1 – RFA Illustrative Budget Template

Please be sure that the budget includes at least the following elements:

- 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 in the program, in the same detail and format as the budget template;
- potential contributions of non-USAID or private commercial donors to this Agreement, including, the breakdown of the financial and in-kind contributions (cost sharing) of all organizations involved in implementing this Agreement.
- Summary of program vs. administrative costs.

Detailed budgets and supporting notes and justifications should also include the following:

(a) The name, annual salary, fringe benefits and expected level of effort of each person charged to the program.

(b) If not included in the indirect cost rate agreement negotiated with the U.S. Government, specify the applicable fringe benefit rates for each category of employee, and all benefits covered by the rate.
(c) The same information shall be provided for individual consultants as for regular personnel.
(d) Allowances should be broken down by specific type and by person and must in accordance with the applicant's policies. All salaries, benefits and allowances must be based on written compensation policies of the employer organization.
(e) Other direct costs such as visas, passports and other general costs should be separate cost line items.
(f) Travel, per diem and other transportation expenses should be detailed in the financial plan to include number of international trips, from where to where, number of per diem days and rates. Per Diem and other travel allowances must be based on written travel policies of the employer organization.
(g) Details of all home office support to be provided.
(h) Specific budget details and narrative information, in addition to the percentage and total dollar amount of the proposed cost-share contribution.
(i) Cost-share, once accepted, becomes a condition of payment of the federal share.
(j) No profit shall be included in the prime award

Negotiated Indirect Cost Rate Agreement (NICRA): Applicants must provide a copy of the most recent NICRA negotiated with your organization's cognizant U.S. Government agency, if there is one.

NOTE: The award will not provide for the reimbursement of pre-award costs.

Also include:

a) Details of sub-award arrangements to the extent they are known at the time of application development. In case there are multiple organizations and partners, please explain as clearly as possible the management structure and how the parties are going to interact. If there are formal legal arrangements such as sub awards or sub contracts please clearly explain how these are to be structured and list past experience between the organizations.

   NOTE: If sub-awards are anticipated and not explained in the original application, the Agreement Officer’s approval (after award) may be required before the sub agreement may be executed.

b) A copy of the self-certification for compliance with USAID policies and procedures for personnel, procurement, and travel.

c) A copy of the organization’s U.S. Government Negotiated Indirect Cost Rate Agreement (NICRA), if applicable.

d) Applicants should submit additional evidence of responsibility they deem necessary for the Agreement Officer to make a determination of responsibility. The information submitted should substantiate that the Applicant:

   1. Has adequate financial resources 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, non-governmental 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 cooperative agreement under applicable laws and regulations (e.g., EEO).

REQUIRED REPRESENTATIONS AND CERTIFICATIONS (ADS 303.3.8)

CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENTS OF THE RECIPIENT (MAY 2006)

NOTE: When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement".

PART I - CERTIFICATIONS AND ASSURANCES

1. ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.

(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 Cooperative Agreement 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 was 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 Cooperative Agreement, 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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, to demand a refund or take other appropriate measures if the Grantee 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 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.

4. CERTIFICATION REGARDING TERRORIST FINANCING IMPLEMENTING EXECUTIVE ORDER 13224

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, Osama 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, safe houses, 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.

5. CERTIFICATION OF RECIPIENT

By signing below the recipient provides certifications and assurances for (1) the Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs, (2) the Certification Regarding Lobbying, (3) the Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206) and (4) the Certification Regarding Terrorist Financing Implementing Executive Order 13224 above.

These certifications and assurances are 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 was 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 these assurances, and that the United States will have the right to seek judicial enforcement of these assurances. These assurances are binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the recipient.

RFA No. ___________________________________

Application No. ___________________________________

Date of Application ___________________________________

Name of Recipient ___________________________________

Typed Name and Title ___________________________________

Signature ___________________________________

Date ___________________________________

PART II - 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: ______________________________

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.

PART III - 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.

PART IV - SURVEY ON ENSURING EQUAL OPPORTUNITY FOR APPLICANTS

Applicability: All RFA's must include the attached Survey on Ensuring Equal Opportunity for Applicants as an attachment to the RFA package. Applicants under unsolicited applications are also to be provided the survey. (While inclusion of the survey by Agreement Officers in RFA packages is required, the applicant's completion of the survey is voluntary, and must not be a requirement of the RFA. The absence of a completed survey in an application may not be a basis upon which the application is determined incomplete or non-responsive. Applicants who volunteer to complete and submit the survey under a competitive or non-competitive action are instructed within the text of the survey to submit it as part of the application process.)

PART V - 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.	Facsimile No.

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. 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:

(1) Recipient's name.
(2) Recipient's address.
(3) Recipient's telephone number.

(4) Line of business.
(5) Chief executive officer/key manager.
(6) Date the organization was started.
(7) Number of people employed by the recipient.
(8) 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, 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 ____________________________

(d) Source If the recipient plans to purchase any goods/commodities which are not in accordance with the Standard Provision "USAID Eligibility Rules for Procurement of Commodities and Services," indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located in the cooperating country at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Additionally, "available for purchase" includes "offered for sale at the time of purchase" if the commodity is listed in a vendor's catalog or other statement of inventory, kept as part of the vendor's customary business practices and regularly offered for sale, even if the commodities are not physically on the vendors' shelves or even in the source country at the time of the order. In such cases, the recipient must document that the commodity was listed in the vendor's catalog or other statement of inventory; that the vendor has a regular and customary business practice of selling the commodity through "just in time" or other similar inventory practices; and the recipient did not engage the vendor to list the commodity in its catalog or other statement of inventory just to fulfill the recipient's request for the commodity.

TYPE/DESCRIPTION ______________________________
QUANTITY ______________________________
ESTIMATED GOODS ______________________________
PROBABLE GOODS ______________________________
PROBABLE (Generic) ______________________________
UNIT COST ______________________________
SOURCE ______________________________

(e) Restricted Goods. If the recipient plans to purchase any restricted goods, indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source. Restricted goods are Agricultural Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

TYPE/DESCRIPTION _______________________________
QUANTITY _______________________________
ESTIMATED _______________________________
PROBABLE _______________________________
INTENDED USE (Generic) _______________________________
UNIT COST _______________________________
SOURCE _______________________________

(f) Supplier Nationality. If the recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in accordance with the Standard Provision "USAID Eligibility Rules for Procurement of Commodities and Services," 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.

TYPE/DESCRIPTION ______________________________
QUANTITY ______________________________
ESTIMATED ______________________________
PROBABLE SUPPLIER ______________________________
NATIONALITY ______________________________
RATIONALE (Generic) ______________________________
UNIT COST (Non-US Only) ______________________________
FOR NON-US ______________________________

TYPE/DESCRIPTION (Generic) QUANTITY ESTIMATED UNIT COST PROPOSED DISPOSITION

6. PAST PERFORMANCE REFERENCES

On a continuation page, please provide past performance information requested in the RFA.

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.

[END OF SECTION IV]

SECTION V – APPLICATION REVIEW INFORMATION

Overview

The Technical Evaluation Criteria are tailored to the requirements of this particular RFA and are set forth below based on a **100 points** scale. 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 must organize the narrative sections of their applications <u>with the same headings and in the same order</u> as the selection criteria.

USAID East Africa intends to evaluate the applications and award an agreement without discussions with the applicants. However, USAID reserves the right to conduct discussions if the latter is determined by the Agreement Officer to be necessary. Therefore, the initial offer should contain the applicant's best terms from a technical and cost/price stand point.

Technical Evaluation Criteria

EVALUATION CRITERIA

I. TECHNICAL EVALUATION CRITERIA (100 Points)
The Technical Applications will be evaluated in accordance with the Technical Evaluation Criteria set forth below. The relative importance of each criterion is indicated by approximate weight by points, of which a total of 100 points are possible.

1. Technical Understanding and Approach (40 Points)
The extent to which the proposed technical approach demonstrates an understanding of the programming context. The extent to which the proposed technical approach is clear, logical, well-conceived, technically sound, suited to the program context, responsive to this RFA, and innovative, including gender considerations.

2. Management and Staffing Plan (15 Points)
The extent to which the management and staffing plans demonstrate the Applicant's ability to effectively implement proposed activities responsive to this RFA.

3. Key Personnel (30 Points)
The extent to which the proposed Key Personnel have the required qualifications and demonstrate the Applicant's ability to effectively implement proposed activities responsive to this RFA.

4. Organizational Capability and Past Performance (15 Points)
The extent to which the Applicant's corporate and institutional capability and experience demonstrates ability to effectively implement similar projects/programs, including project performance and management and client relations.

The extent to which the Applicant demonstrates successful implementation of projects/programs similar in magnitude and complexity. The extent to which the Applicant demonstrates the ability to deliver Key Personnel proposed and the retention of those individuals for the duration of the program.

Cost Evaluation

Cost has not been assigned a score but will be evaluated for cost reasonableness, allocability, allowability, cost effectiveness and realism, adequacy of budget detail and financial feasibility and cost sharing. While cost may be a determining factor in the final award(s) decision, especially between closely ranked applicants, the technical merit of applications is substantially more important under this RFA. The percentage of funds spent on programming versus administrative costs will be taken into consideration, i.e., the cost of staff salaries, equipment, and facilities vs. costs of field activities and interventions that directly impact the target beneficiaries.

Applications providing the best value to the U.S. Government will be more favorably considered for an award. 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 agreement being selected for award.

[END OF SECTION V]

SECTION VI – AWARD ADMINISTRATION INFORMATION

(1) USAID reserves the right to make awards without discussions. Successful applicants can expect to receive a notice of award signed by the Agreement Office which serves as the authorizing document. Unsuccessful applicants will be notified by letter sent electronically from the Agreement Officer. Notification will be sent electronically to the person indicated on the cover page of the application. Debriefings will be considered if requested in writing within 10 days of notification from the Agreement Officer.

(2) USAID does not anticipate any deviations from the Standard Provisions described in Section I.

(3) Reporting Requirements - The resulting award will require the following reporting requirements:

a. Annual Work Plans

The Recipient will develop an annual work plan within 60 days of the effective date of the award. The plan will be reviewed and approved by the Agreement Officer's Representative (AOR) within thirty (30) days after receipt of the draft work plan. 60 days before the end of each USAID fiscal year, the Recipient will submit to the AOR an annual work plan for the following fiscal year. The work plans will include proposed activities for the given year, time frame for implementation of annual activities, detailed budget, review of previous year's accomplishments (if applicable), problems, and progress towards achieving award results and proposed annual accomplishments and progress towards achieving results.

b. Performance Monitoring Plan (PMP)

Within 90 days of award the Recipient will submit a Performance Monitoring Plan (PMP) for the life of the activity that derives from the activities outlined in the program description. The PMP will outline key program activities, indicators of achievement, and associated annual and life-of-project targets. This plan will be reviewed and approved by the AOR.

c. Quarterly Performance Reports

The Recipient will submit quarterly reports that give insight into the progress of planned activities. The narrative report will include qualitative and quantitative information describing activities carried out and specific results achieved during the quarter. In addition, the narrative report will indicate key implementation challenges encountered and how they were or are planned to be resolved. To the extent that the PMP includes quarterly targets, this should be reflected in the narrative report. Reporting periods will coincide with USAID fiscal year quarters, with reports due no later than thirty (30) days after the end of each quarter (e.g. February 1, May 1, August 1, November 1), or by any other schedule agreed upon with the USAID AOR. The report should also include budgeted versus actual expenditures (along with a brief analysis of any variance) and estimated accruals for the quarter.

d. Quarterly Financial Reporting
The Recipient will submit electronic copies of Financial Reports (quarterly SF 425 and final SF 425) in keeping with 22 CFR 226. The SF 425 must be submitted via electronic format to the U.S. Department of Health and Human Services (http://www.dpm.psc.gov). In addition, copies of all final financial reports shall be submitted to M/FM and the AOR.

e. Annual Reports
Within 90 days after the close of each USAID fiscal year, the Recipient will submit to the AOR a comprehensive annual report that reflects the progress of program activities over the last year. (This report would complement, not replace, the relevant quarterly reports.) The report, based on the approved PMP but not necessarily limited to such, should indicate the results and impact the program is having on the target beneficiaries.

f. Closeout Plan
Six months prior to the completion date of the agreement, the Recipient will submit a demobilization plan for Agreement Officer approval. The demobilization plan shall include a) draft property disposition plan, b) plan for the phase-out of in-country operations, c) delivery schedule for all reports or other deliverables required under the agreement, and d) timetable for completing all required actions in the demobilization plan, including the submission date of the final property disposition plan to the Agreement Officer

g. Final Report
The final performance report is a detailed report which summarizes the accomplishments and impact in relation to the expected results, in accordance with the approved PMP. It should contain a three-page executive summary, an index of all reports and information products produced under the agreement, and should discuss the elements listed in 22 CFR 226.51(d).

The report shall be submitted no later than 90 days after the end-date of the agreement to the Agreement Officer, and the AOR. In addition, an electronic copy must be submitted either:

a) Online: http://dec.usaid.gov
b) By mail (for pouch delivery):
DEXS Document Submissions
M/CIO/KM/DEC
RRB M.01-010
Washington, DC 20523-6100

For questions on DEC submissions, contact:
M/CIO/KM/DEC
Telephone: +1 202-712-0579 E-mail: DocSubmit@usaid.gov

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[END SECTION VI]

SECTION VII – AGENCY CONTACTS

See cover letter for appropriate contacts within USAID/East Africa. Please note: Only the Agreement Officer is authorized to make commitment on behalf of USAID.

[END SECTION VII]

SECTION VIII – OTHER INFORMATION

Resulting awards to U.S. Non-government Organizations will be administered in accordance with Chapter 303 of USAID's Automated Directives System (ADS 303), 22 CFR 226, applicable OMB Circulars (i.e., A-21 for Universities or A-122 for Non-Profit Organizations, and A-133), and Standard Provisions for Non-Governmental Organizations.

ADS 303 is available at: http://www.usaid.gov/policy/ads/300/303maa.pdf. 22 CFR 226 is available at: http://www.access.gpo.gov/nara/cfr/waisidx_06/22cfr226_06.html. Applicable OMB Circulars are available at: http://www.whitehouse.gov/OMB/circulars/index.html. Standard Provisions for U.S. Non-Governmental Organizations are available at: http://www.usaid.gov/policy/ads/300/303maa.pdf.

Resulting award to Public International Organizations (PIOs, or IOs) will be administered in accordance with Chapter 308 of USAID's ADS including the Standard Provisions set forth in ADS-308.5.15.

Potential for-profit applicants should note that USAID policy prohibits the payment of fee/profit to the prime recipient under grants and cooperative agreements. However, if a prime recipient has a subcontract with a for-profit organization for the acquisition of goods or services (i.e., if a buyer-seller relationship is created), fee/profit for the subcontractor is authorized.

Standard Provisions for Non-U.S. Non-Governmental Organizations are available at: http://www.usaid.gov/policy/ads/300/303mab.pdf. ADS-308 is available at: http://www.usaid.gov/policy/ads/300/308mab.pdf.

The USAID Inspector-General's "Guidelines for Financial Audits Contracted by Foreign Recipients" is available at: http://www.usaid.gov/oig/legal/audauth/rcapguid.pdf.

ENVIRONMENTAL COMPLIANCE:

1a) Section 117 of the Foreign Assistance Act of 1961, as amended, requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (http://www.usaid.gov/policy/ads/200/), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities.

1b) In addition, the Recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

2 USAID prepared and approved an Initial Environmental Examination (IEE) for the program funding this grant (***Attachment 2_USAID-EA Strengthening Regional Conflict Management Systems IEE***). The IEE covers activities expected to be implemented under this grant. USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified management conditions, they are expected to have no

significant adverse effect on the environment. The Recipient shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this award.

3a) The IEE contains one or more Negative Determinations with conditions relevant to this program pertaining to sub grants and sub awards. This requires the Recipient to: Complete an environmental mitigation and monitoring plan (EMMP) describing how the Recipient will, in specific terms, implement the management conditions that apply to the above proposed project activities within the scope of the award. The EMMP shall include monitoring the implementation of the required mitigation measures and their effectiveness. The attached IEE has a template EMMP

4a) A provision for sub-grants is included under this award. The Recipient will be required to use an Environmental Review Form (ERF) checklist found at http://www.encapafrica.org/documents/AFR-EnvReviewForm-20Dec2010.doc to screen grant proposals to ensure the funded proposals will result in no adverse environmental impact, to develop mitigation measures, as necessary, and to specify monitoring and reporting. The Recipient is responsible for ensuring that mitigation measures specified by the ERF checklist process are implemented.

5b) The Recipient will be responsible for periodic reporting to the USAID Agreement Officer's Representative, as specified in this Program Description of this award.

REPORTING OF FOREIGN TAXES

(a) Reports. The Contractor must annually submit a report by April 16 of the next year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at $500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the Contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the Contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: USAID/EA/RFMS
c/o American Embassy
United Nations Ave. Gigiri
P.O. Box 629, Village Market-00621
Nairobi, Kenya

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

(f) For further information see http://www.state.gov/m/rm/c10443.htm.

[END SECTION VIII]

SECTION IX – ANNEXES

ANNEX A – STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS

MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL ORGANIZATIONS

M1. APPLICABILITY OF 22 CFR PART 226 (MAY 2005)

a. All provisions of 22 CFR 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 must assure that subrecipients have copies of all the attached standard provisions.

b. For any subawards made with Non-U.S. subrecipients the recipient must include the applicable "Standard Provisions for Non-US Nongovernmental Organizations." Recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

[END OF PROVISION]

M2. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

[END OF PROVISION]

M3. NONDISCRIMINATION (JUNE 2012)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, disability, or sex under any program or activity funded by this award when work under the grant is performed in the U.S. or when employees are recruited from the U.S.

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status,

political affiliation, and any other conduct that does not adversely affect the performance of the employee.
In addition, the Agency strongly encourages its recipients and their subrecipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law.

[END OF PROVISION]

M4. AMENDMENT OF AWARD (JUNE 2012)

This award may only be amended in writing, by formal amendment or letter, signed by the Agreement Officer (AO), and in the case of a bilateral amendment, by the AO and an authorized official of the recipient.

[END OF PROVISION]

M5. NOTICES (JUNE 2012)

Any notice given by USAID or the recipient is sufficient only if in writing and delivered in person, mailed or e-mailed as follows:

(1) To the USAID Agreement Officer, at the address specified in this award; or

(2) To the recipient, at the recipient's address shown in this award, or to such other address specified in this award.

[END OF PROVISION]

M6. SUBAGREEMENTS (JUNE 2012)

a. Subawardees and contractors have no relationship with USAID under the terms of this award. All required USAID approvals must be directed through the recipient to USAID.

b. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the recipient.

[END OF PROVISION]

M7. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DECEMBER 2003)

Information collection requirements imposed by this award are covered by OMB approval number 0412-0510; the current expiration date is 04/30/2005. The Standard Provisions containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are

Standard Provision	Burden Estimate
Air Travel and Transportation	1 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1
Voluntary Population Planning	.5
Protection of the Individual as a Research Subject	1

22 CFR 226	Burden Estimate
22 CFR 226.40-.49, Procurement of Goods and Services	1
22 CFR 226.30 -.36, Property Standards	1.5

Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, may be sent to the Office of Acquisition and Assistance, Policy Division (M/OAA/P), U.S. Agency for International Development, Washington, DC 20523-7801 and to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, DC 20503.

[END OF PROVISION]

M8. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (JUNE 2012)

a. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.

b. Ineligible and Restricted Commodities and Services:

(1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:

(i) Military equipment,
(ii) Surveillance equipment,
(iii) Commodities and services for support of police or other law enforcement activities,
(iv) Abortion equipment and services,

(v) Luxury goods and gambling equipment, or
(vi) Weather modification equipment.

(2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision, "Debarment, Suspension and Other Responsibility Matters" and Standard Provision, "Preventing Terrorist Financing" must not be used to provide any commodities or services funded under this award.

(3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:

(i) Agricultural commodities,
(ii) Motor vehicles,
(iii) Pharmaceuticals,
(iv) Pesticides,
(v) Used equipment,
(vi) U.S. Government-owned excess property, or
(vii) Fertilizer.

c. Source and Nationality:

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at $250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see: **http://inside.usaid.gov/ADS/300/310.pdf**.

d**.** Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.

e. This provision must be included in all subagreements, including subawards and contracts, which include procurement of commodities or services.

[END OF PROVISION]

M9. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JUNE 2012)

a. The recipient agrees to notify the Agreement Officer (AO) immediately upon learning that it or any of its principals:

(1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;

(2) Have been convicted within the preceding three-year 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;

(3) 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 a.(2); and

(4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.

b. The recipient agrees that, unless authorized by the AO, it will not knowingly enter into any subagreements or contracts under this award with a person or entity that is included on the Excluded Parties List System (**www.epls.gov/**). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)

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.

*c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780.

[END OF PROVISION]

M10. DRUG-FREE WORKPLACE (JUNE 2012)

a. The recipient must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of 2 CFR 782, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152–5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100–690, Title V, Subtitle D; 41 U.S.C. 701–707).

[END OF PROVISION]

M11. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2012)

a. Faith-Based Organizations Encouraged.

Faith-based organizations are eligible to compete on an equal basis as any other organization to participate in USAID programs. Neither USAID nor entities that make and administer subawards of USAID funds will discriminate for or against an organization on the basis of the organization's religious character or affiliation. A faith-based organization may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, within the limits contained in this provision. More information can be found at the USAID Faith-Based and Community Initiatives Web site: http://transition.usaid.gov/our_work/global_partnerships/fbci/ and 22 CFR 205.1.

b. Inherently Religious Activities Prohibited.

(1) Inherently religious activities include, among other things, worship, religious instruction, prayer, or proselytization.

(2) The recipient must not engage in inherently religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary.

(3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID-funded activities.

(4) These restrictions do not apply to USAID-funded programs where chaplains work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.

(5) Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services

(i) Retains its independence and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities,

(ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols, and

(iii) Retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

c. Construction of Structures Used for Inherently Religious Activities Prohibited. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities, such as sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship. Except for a structure used as its principal place of worship, where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities.

d. Discrimination Based on Religion Prohibited. The recipient must not discriminate against any beneficiary or potential beneficiary on the basis of religion or religious belief as part of the programs or services directly funded with financial assistance from USAID.

e. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e–1 is not forfeited when the organization receives financial assistance from USAID.

f. The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.

[END OF PROVISION]

M12. PREVENTING TERRORIST FINANCING -- IMPLEMENTATION OF E.O. 13224 (JUNE 2012)

a. 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. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism. In addition, the recipient must verify that no support or resources are provided to individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

b. This provision must be included in all subagreements, including contracts and subawards, issued under this award.

[END OF PROVISION]

M13. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (JUNE 2012)

a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline “from the American people.” The USAID Identity is on the USAID Web site at www.usaid.gov/branding. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:

(1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;

(2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;

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

(4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and

(5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.

b. When this award contains an approved Marking Plan, the recipient must implement the requirements of this provision following the approved Marking Plan.

c. If a "Marking Plan" is not included in this award, the recipient must propose and submit a plan for approval within the time specified by the Agreement Officer (AO).

d. The AO may require a preproduction review of program materials and “public communications” (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.

e. The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to the Agreement Officer’s Representative (AOR) and to USAID's Office of Legislative and Public Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows:

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."

f. Any "public communication" 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."

g. The recipient must provide the USAID AOR, with two copies of all program and communications materials produced under this award.

h. The recipient may request an exception from USAID marking requirements when USAID marking requirements would:

(1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;

(2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

(3) Undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;

(4) Impair the functionality of an item;

(5) Incur substantial costs or be impractical;

(6) Offend local cultural or social norms, or be considered inappropriate; or

(7) Conflict with international law.

i. The recipient may submit a waiver request of the marking requirements of this provision or the Marking Plan, through the AOR, when USAID-required marking would pose compelling political, safety, or security concerns, or have an adverse impact in the cooperating country.

(1) Approved waivers "flow down" to subagreements, including subawards and contracts, unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.

j. The recipient must include the following marking provision in any subagreements entered into under this award:

"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."

[END OF PROVISION]

M14. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)

(The following applies to the recipient's employees working in the cooperating country under the agreement who are not citizens of the cooperating country.)

a. The recipient's employees must maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.

b. The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned are subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR 136, except as this may conflict with host government regulations.

c. Other than work to be performed under this award for which an employee is assigned by the recipient, employees of the recipient must not engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned. In addition, the individual must not make loans or investments to or in any business, profession, or occupation in the foreign countries to which the individual is assigned.

d. The recipient's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

e. In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party must consult with the USAID Mission Director and the employee involved, and must recommend to the recipient a course of action with regard to such employee.

f. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

g. If it is determined, either under e. or f. above, that the services of such employee should be terminated, the recipient must use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

[END OF PROVISION]

M15. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)

(This provision applies when activities are undertaken outside the United States.)

Upon arrival in the cooperating country, and from time to time as appropriate, the recipient's chief of party must consult with the Mission Director who must provide, in writing, the procedure the recipient and its employees must follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

[END OF PROVISION]

M16. USE OF POUCH FACILITIES (AUGUST 1992)

(This provision applies when activities are undertaken outside the United States.)

a. Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:

(1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.

(2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see a.(3) below).

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.

(4) Official and personal mail pursuant to a.(1) and (2) above sent by pouch should be addressed as follows:

Name of individual or organization (followed by
letter symbol "G")
City Name of post (USAID/______)
Agency for International Development
Washington, DC 20523-0001

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(6) Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.

b. The recipient is responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.

c. Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

[END OF PROVISION]

M17. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (JUNE 2012)

a. PRIOR BUDGET APPROVAL

Direct charges for travel costs for international air travel by individuals are allowable only when each international trip has received prior budget approval. Such approval is met when all of the following are met:

(1) The trip is identified by providing the following information: the number of trips, the number of individuals per trip, and the origin and destination countries or regions;

(2) All of the information noted at a.(1) above is incorporated in the Schedule of this award or amendments to this award; and

(3) The costs related to the travel are incorporated in the budget of this award.

The Agreement Officer (AO) may approve, in writing, international travel costs that have not been incorporated in this award. To obtain AO approval, the recipient must request approval at least three weeks before the international travel, or as far in advance as possible. The recipient must keep a copy of the AO’s approval in its files. No other clearance (including country clearance) is required for employees of the recipient, its subrecipients or contractors. International travel by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee’s benefits package, must be consistent with the recipient’s personnel and travel policies and procedures and does not require approval.

b. TRAVEL COSTS

All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including air fare, costs of lodging, other subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the non-profit organization in its regular operations as the result of the non-profit organization's written travel policy.

In the absence of a reasonable written policy regarding international travel costs, the standard for determining the reasonableness of reimbursement for international travel costs will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current Standardized Regulations on international travel costs may be obtained from the AO. In the event that the cost for air fare exceeds the customary standard commercial airfare (coach or equivalent) or the lowest commercial discount airfare, the recipient must document one of the allowable exceptions from the applicable cost principles.

c. FLY AMERICA ACT RESTRICTIONS

(1) The recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.

(2) In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation pursuant to the Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act:

(i) The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm).

(ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see http://apps.fas.gsa.gov/citypairs/search/):

a. Australia on an Australian airline,
b. Switzerland on a Swiss airline, or
c. Japan on a Japanese airline;

(iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;

(iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;

(v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or

(vi) If the US Flag Air Carrier does not offer direct service,

a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,

b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or

c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

d. DEFINITIONS

The terms used in this provision have the following meanings:

(1) “Travel costs’’ means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. “Travel costs” do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee’s benefits package that are consistent with the recipient’s personnel and travel policies and procedures.

(2) “International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.

(3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at http://ostpxweb.dot.gov/aviation/certific/certlist.htm. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier’s designator code and flight number.

(4) For this provision, the term “United States” includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

e. SUBAGREEMENTS

This provision must be included in all subagreements, including all subawards and contracts, under which this award will finance international air transportation.

[END OF PROVISION]

M18. OCEAN SHIPMENT OF GOODS (JUNE 2012)

APPLICABILITY: *This provision is applicable for awards and subawards for which the recipient contracts for ocean transportation for goods purchased or financed with USAID funds. In accordance with 22 CFR 228.21, ocean transportation shipments are subject to the provisions of 46 CFR Part 381.*

OCEAN SHIPMENT OF GOODS (JUNE 2012)

a. Prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this award, the recipient must contact the office below to determine the flag and class of vessel to be used for shipment:

U.S. Agency for International Development,
Office of Acquisition and Assistance, Transportation Division
1300 Pennsylvania Avenue, NW
Washington, DC 20523-7900
Email: oceantransportation@usaid.gov

b. This provision must be included in all subagreements, including subwards and contracts.

[END OF PROVISION]

M19. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

Requirements for Voluntary Sterilization Programs

(1) Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate," as it relates to family planning assistance, must not be construed to

prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

[END OF PROVISION]

M20. TRAFFICKING IN PERSONS (JUNE 2012)

a. USAID is authorized to terminate this award, without penalty, if the recipient or its employees, or any subrecipient or its employees, engage in any of the following conduct:

(1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;

(2) Procurement of a commercial sex act during the period of this award; or

(3) Use of forced labor in the performance of this award.

b. For purposes of this provision, “employee” means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.

c. The recipient must include in all subagreements, including subawards and contracts, a provision prohibiting the conduct described in a(1)-(3) by the subrecipient, contractor or any of their employees.

[END OF PROVISION]

M21. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND PUBLICATIONS (JUNE 2012)

a. Submissions to the Development Experience Clearinghouse (DEC).

1) The recipient must provide the Agreement Officer’s Representative one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published.

2) In addition, the recipient must submit Intellectual Work, whether published or not, to the DEC, either on-line (preferred) or by mail. The recipient must review

the DEC Web site for submission instructions, including document formatting and the types of documents to submit. Submission instructions can be found at: http://dec.usaid.gov.

3) For purposes of submissions to the DEC, Intellectual Work includes all works that document the implementation, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

4) Each document submitted should contain essential bibliographic information, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) development objective; and 6) date of publication.

5) The recipient must not submit to the DEC any financially sensitive information or personally identifiable information, such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission. The recipient must not submit classified documents to the DEC.

b. In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost must be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S. NONGOVERNMENTALORGANIZATIONS

RAA1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (APRIL 1998)

APPLICABILITY: *This provision is applicable to educational or nonprofit institutions whose indirect cost rates under this award are on a predetermined basis.*

NEGOTIATED INDIRECT COST RATES - PREDETERMINED (APRIL 1998)

a. The allowable indirect costs must be determined by applying the predetermined indirect cost rates to the bases specified in the schedule of this award.

b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient must submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed predetermined indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient must submit four copies of the audit report, the proposed predetermined indirect cost rates, and supporting cost data to the Overhead, Special Costs, and Closeout Branch, Office of Acquisition and Assistance, USAID, Washington, DC 20523-7802. The proposed rates must be based on the recipient's actual cost experience during that fiscal year. Negotiations of predetermined indirect cost rates must begin soon after receipt of the recipient's proposal.

c. Allowability of costs and acceptability of cost allocation methods must be determined in accordance with the applicable cost principles.

d. The results of each negotiation must be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and must specify (1) the agreed upon predetermined rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the specific items treated as direct costs. The indirect cost rate agreement must not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

e. Pending establishment of predetermined indirect costs rates for any fiscal year, the recipient must be reimbursed either at the rates fixed for the previous fiscal year or at billing rates acceptable to the USAID Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year or other period are established.

[END OF PROVISION]

RAA2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (APRIL 1998)

APPLICABILITY: *This provision is applicable to any nonprofit organizations whose indirect cost rates under this award are on a provisional basis.*

NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (APRIL 1998)

a. Provisional indirect cost rates must be established for each of the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs must be reimbursed at the rates, on the bases, and for the periods shown in the schedule of the award.

b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient must submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient must submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Acquisition and Assistance, USAID, Washington, DC 20523-7802. The proposed rates must be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates must begin soon after receipt of the recipient's proposal.

c. Allowability of costs and acceptability of cost allocation methods must be determined in accordance with the applicable cost principles.

d. The results of each negotiation must be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and must specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement must not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

e. Pending establishment of final indirect cost rate(s) for any fiscal year, the recipient must be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.

f. Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

[END OF PROVISION]

RAA3. NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (APRIL 1998)

APPLICABILITY: *This provision applies to for-profit organizations whose indirect cost rates under this award are on a provisional basis.*

NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (APRIL 1998)

a. Provisional indirect cost rates must be established for the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs must be reimbursed at the rates, on the bases, and for the periods shown in the schedule of this award. Indirect cost rates and the appropriate bases must be established in accordance with FAR Subpart 42.7.

b. Within six months after the close of the recipient's fiscal year, the recipient must submit to the cognizant agency for audit the proposed final indirect cost rates and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient must submit three copies of the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Acquisition and Assistance, USAID, Washington, DC 20523-7802. The proposed rates must be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates must begin soon after receipt of the recipient's proposal.

c. Allowability of costs and acceptability of cost allocation methods must be determined in accordance with the applicable cost principles.

d. The results of each negotiation must be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and must specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement must not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

e. Pending establishment of final indirect cost rates for any fiscal year, the recipient must be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.

f. Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

[END OF PROVISION]

RAA4. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)

***APPLICABILITY**: This provision applies to awards that contain funding for any exchange visitor activities or participant training, as defined in ADS 252 and 253, respectively, conducted or paid for by the recipient with USAID funds under this award.*

EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)

For any Exchange Visitor, Participant Training or Invitational Travel activities, the recipient must comply with this provision.

a. **Definitions:**

(1) An **Exchange Visitor** is any host-country or third-country national traveling to the U.S., for any purpose, including Participant Training and Invitational Travel, funded by USAID in whole or in part, directly or indirectly.

(2) A **Participant** is a host-country or third-country national sponsored by USAID for a Participant Training activity taking place in the U.S., a third country, or in the host country.

(3) **Participant Training** is a learning activity conducted within the U.S., a third country, or in the host country for the purpose of furthering USAID development objectives. A learning activity takes place in a setting in which an individual (the Participant) interacts with a knowledgeable professional, predominantly for the purpose of acquiring knowledge or skills for the professional or technical enhancement of the individual. Learning activities may be formally structured, such as an academic program or a technical course, or they may be more informal, such as an observational study tour.

(4) **Invitational Travel** is a type of travel that USAID funds for non-U.S. Government employees. This type of travel may be approved for both U.S. and foreign citizens who are not employed by the U.S. Government (USG), not receiving any type of compensation from the USG for such travel, and only when it is determined that the functions to be performed are essential to the interests of USAID.

b. **Program Monitoring and Data Reporting:** The recipient must monitor Exchange Visitors' and Participants' progress during their program and ensure that problems are identified and resolved quickly.

(1) For U.S.-based activities, the recipient must use USAID's official Exchange Visitor and Participant Training information system, currently called "Training Results and Information Network – TraiNet" (see http://trainethelp.usaid.gov/), to report and manage Exchange Visitor and Participant Training data. The recipient must also use the USAID Visa Compliance System – VCS (see http://trainethelp.usaid.gov/) to transfer required data for USAID Exchange Visitors to the Department of Homeland Security's Student and Exchange Visitor

Information System (SEVIS).

(2) For all third-country activities, and for host-country activities of two consecutive days or 16 contact hours or more in duration, the recipient must use USAID's official Exchange Visitor and Participant Training information system, currently called "Training Results and Information Network – TraiNet" (see http://trainethelp.usaid.gov/), to report and manage Participant Training data.

c. **Health and Accident Insurance:**

(1) For Exchange Visitors traveling to the United States, the recipient must enroll Exchange Visitors in health and accident insurance coverage that meets or exceeds Department of State and USAID minimum coverage requirements as set forth in 22 CFR 62.14 and ADS 253.3.6.2. The requirements may be obtained from the Agreement Officer's Representative.

(2) For Participants traveling to a third country, the recipient must obtain health and accident insurance coverage for all Participants.

(3) For Participants traveling within the host country, the recipient must determine whether specific in-country participant training activities subject them to any risk of health and accident liability for medical costs. Participants may incur, and if so, take appropriate steps according to the local situation, including obtaining health and accident insurance coverage for Participants.

d. **Immigration Requirements:**

(1) For Exchange Visitors traveling to the United States, the recipient must ensure that all USAID-sponsored Exchange Visitors obtain, use, and comply with the terms of the J-1 visa, issued in conjunction with a USAID-issued Certificate of Eligibility for J-1 Visa Status (DS-2019).

(2) For Participants traveling to a third country or within the host country, the recipient must ensure that all Participants obtain, use, and comply with the terms of all applicable immigration, visa and other similar requirements.

e. **Language Proficiency:** The recipient must verify language proficiency. Exchange Visitors must possess sufficient English language proficiency to participate in a U.S.-based activity. Participants of third-country or host-country training must be proficient in the language of training at a sufficient level for participation, unless an interpreter has been arranged. Language competency can be verified through a variety of means including proficiency assessments of interviews, publications, presentations, education conducted in English, and formal testing.

f. **Pre-departure Orientation:** The recipient must conduct pre-departure orientation for U.S-bound Exchange Visitors and Participants of third-country training programs. Pre-departure orientation covers: program objectives; administrative and policy review; cultural aspects; and training/learning methods (see http://pdf.usaid.gov/pdf_docs/PNADT444.pdf).

g. **Conditions of Sponsorship:** The recipient must ensure that all Exchange Visitors read and sign the Conditions of Sponsorship for U.S.-Based Activities form (AID 1381-6). The recipient must also ensure that all Participants of long-term (six months or longer) third-country training read and sign the form Conditions of Sponsorship for Third-Country Training form (AID 1381-7). The recipient must report to the Agreement Officer any known violations by Exchange Visitors of visa or other immigration requirements or conditions.

h. **Exchange Visitor Security Risk and Fraud Inquiry:** Each USAID Mission has an established process for conducting a Security Risk and Fraud Inquiry (SRFI) for Exchange Visitors. The recipient must be prepared to assist Missions in conducting the SRFI, if requested. However, the recipient's role is contributive, and the Mission is ultimately responsible for conducting the SRFI.

i. **Fly America:** To the extent that participants travel by international air travel, the recipient must comply with the Standard Provision, "International Air Travel and Air Transportation of Property."

j. **Use of Minority Serving Institutions:** For U.S.-based Participant Training, the recipient must, to the maximum extent possible, maintain their use of Historically Black Colleges and Universities (HBCUs) and other Minority Serving Institutions (MSIs), including Hispanic Serving Institutions and Tribal Colleges and Universities, as training or education providers.

[END OF PROVISION]

RAA5. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)

APPLICABLITY: *This provision is applicable to all awards involving any aspect of voluntary population planning activities.*

VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)

a. Voluntary Participation and Family Planning Methods:

(1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health, and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, must provide a broad range of

family planning methods and services available in the country in which the activity is conducted or must provide information to such individuals regarding where such methods and services may be obtained.

b. Requirements for Voluntary Family Planning Projects

(1) A family planning project must comply with the requirements of this paragraph.

(2) A project is a discrete activity through which a governmental, nongovernmental, or public international organization provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

(3) Service providers and referral agents in the project must not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(4) The project must not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

(5) A person must not be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person’s decision not to accept family planning services offered by the project.

(6) The project must provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project must ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which

participants are advised of potential risks and benefits.

(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided must agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9)

i) The recipient must notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5), or (7) of this paragraph.

ii) The recipient must investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and must notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.

iii) The recipient must provide USAID such additional information about violations as USAID may request.

c. Additional Requirements for Voluntary Sterilization Programs

(1) Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(2) The recipient must ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(3) Further, the recipient must document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or, (ii) when a patient is unable to read adequately a written certification by the attending physician or by the

authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation, the receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.

(4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

d. Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and, (v) lobbying for or against abortion. The term “motivate,” as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

e. The recipient must insert this provision in all subsequent subagreements, including subawards and contracts, involving family planning or population activities that will be supported, in whole or in part, from funds under this award.

[END OF PROVISION]

RAA6. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (APRIL 1998)

APPLICABILITY: *This provision is applicable when human subjects are involved in research financed by the award.*

PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (APRIL 1998)

a. Safeguarding the rights and welfare of human subjects involved in research supported by USAID is the responsibility of the organization to which support is awarded. USAID has adopted the Common Federal Policy for the Protection of Human Subjects, Part 225 of Title 22 of the Code of Federal Regulations (the "Policy"). Additional interpretation, procedures, and implementation guidance of the Policy are found in USAID General Notice entitled "Procedures for the Protection of Human Subjects in Research Supported by USAID," issued April 19, 1995, as amended. USAID's Cognizant Human Subjects Officer (CHSO) in USAID/W has oversight, guidance, and interpretation responsibility for the Policy.

b. Recipient organizations must comply with USAID policy when humans are the subject of research, as defined in 22 CFR 225.102(d), funded by the grant and recipients must provide "assurance," as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a bona fide, applicable assurance approved by the Department of Health and Human Services (HHS) such as the "multiple project assurance" (MPA) will satisfy this requirement. Alternatively, organizations can provide an acceptable written assurance to USAID as described in 22 CFR 225.103. Such assurances must be determined by the CHSO to be acceptable prior to any applicable research being initiated or conducted under the award. In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed "at least equivalent" to those outlined in Part 225 (See 22 CFR 225.101[h]). Criteria and procedures for making this determination are described in the General Notice cited in the preceding paragraph.

c. Since the welfare of the research subject is a matter of concern to USAID as well as to the organization, USAID staff consultants and advisory groups may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, the CHSO may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the stipulation that the subject's records may be subject to such review.

[END OF PROVISION]

RAA7. CARE OF LABORATORY ANIMALS (MARCH 2004)

APPLICABILITY: *This provision is applicable when laboratory animals are involved in research performed in the U.S. and financed by the award.*

CARE OF LABORATORY ANIMALS (MARCH 2004)

a. Before undertaking performance of any grant involving the use of laboratory animals, the recipient must register with the Secretary of Agriculture of the United States in accordance with Section 6, Public Law 89-544, Laboratory Animal Welfare Act, August 24, 1966, as amended by Public Law 91-579, Animal Welfare Act of 1970, December 24, 1970. The recipient must furnish evidence of such registration to the Agreement Officer.

b. The recipient must acquire animals used in research under this award only from dealers licensed by the Secretary of Agriculture, or from exempted sources in accordance with the Public Laws enumerated in a. above.

c. In the care of any live animals used or intended for use in the performance of this grant, the recipient must adhere to the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animals Resources, National Academy of Sciences - National Research Council (NAS-NRC), and in the United States Department of Agriculture's (USDA) regulations and standards issued under the Public Laws enumerated in a. above. In case of conflict between standards, the higher standard must be used. The recipient's reports on portions of the award in which animals were used must contain a certificate stating that the animals were cared for in accordance with the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources, NAS-NRC, and/or in the regulations and standards as promulgated by the Agricultural Research Service, USDA, pursuant to the Laboratory Animal Welfare Act of 24 August 1966, as amended (P.L. 89-544 and P.L. 91-579). NOTE: The recipient may request registration of the recipient's facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which the recipient's research facility is located. The location of the appropriate APHIS Regional Office as well as information concerning this program may be obtained by contacting the Senior Staff Office, Animal Care Staff, USDA/APHIS, 4700 River Road, Unit 84, Riverdale, MD 20737-1234 and at **www.aphis.usda.gov/animal_welfare/index.shtml**.

[END OF PROVISION]

RAA8. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOVEMBER 1985)

APPLICABILITY: *This provision is applicable to property titled in the name of the cooperating country or such public or private agency as the cooperating country government may designate.*

TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOVEMBER 1985)

a. Except as modified by the schedule of this grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the recipient by USAID or by the cooperating country, must at all times be in the name of the cooperating country or such public or private agency as the cooperating country may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the schedule of this award. All such property must be under the custody and control of recipient until the owner of title directs otherwise or completion of work under this award or its termination, at which time custody and control must be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers must be taken in the name of the title owner.

b. The recipient must maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The recipient must take all reasonable steps to comply with all appropriate directions or instructions which the Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.

c. The recipient must prepare and establish a program, to be approved by the appropriate USAID Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient must be guided by the following requirements:

(1) Property Control: The property control system must include but not be limited to the following:

(i) Identification of each item of cooperating country property acquired or furnished under the award by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of (insert name of cooperating country)."

(ii) The price of each item of property acquired or furnished under this award.

(iii) The location of each item of property acquired or furnished under this award.

(iv) A record of any usable components which are permanently removed from items of cooperating country property as a result of modification or otherwise.

(v) A record of disposition of each item acquired or furnished under the award.

(vi) Date of order and receipt of any item acquired or furnished under the award.

(vii) The official property control records must be kept in such condition that at any stage of completion of the work under this award, the status of property acquired or furnished under this award may be readily ascertained. A report of current status of all items of property acquired or furnished under the award must be submitted yearly concurrently with the annual report.

(2) Maintenance Program: The recipient's maintenance program must be consistent with sound business practice, the terms of the award, and provide for:

(i) Disclosure of need for and the performance of preventive maintenance,

(ii) Disclosure and reporting of need for capital type rehabilitation, and

(iii) Recording of work accomplished under the program:

(A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of maintenance - The recipient's maintenance program must provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

(C) A report of status of maintenance of cooperating country property must be submitted annually concurrently with the annual report.

d. Risk of Loss:

(1) The recipient is not liable for any loss of or damage to the cooperating country property, or for expenses incidental to such loss or damage except that the recipient is responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the recipient's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the recipient’s business, or all or substantially all of the recipient's operation at any one plant, laboratory, or separate location in which this award is being performed;

(ii) Which results from a failure on the part of the recipient, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:

(A) To maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of cooperating country property as required by (i) above; or

(B) To take all reasonable steps to comply with any appropriate written directions of the Agreement Officer under b. above;

(iii) For which the recipient is otherwise responsible under the express terms designated in the schedule of this award;

(iv) Which results from a risk expressly required to be insured under some other provision of this award, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(vi) Provided, that, if more than one of the above exceptions is applicable in any case, the recipient's liability under any one exception is not limited by any other exception.

(2) The recipient must not be reimbursed for, and must not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the cooperating country property, except to the extent that USAID may have required the recipient to carry such insurance under any other provision of this award.

(3) Upon the happening of loss or destruction of or damage to the cooperating country property, the recipient must notify the Agreement Officer thereof, must take all reasonable steps to protect the cooperating country property from further damage, separate the damaged and undamaged cooperating country property, put all the cooperating country property in the best possible order, and furnish to the Agreement Officer a statement of:

(i) The lost, destroyed, or damaged cooperating country property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the cooperating country property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(4) The recipient must make repairs and renovations of the damaged cooperating country property or take such other action as the Agreement Officer directs.

(5) In the event the recipient is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the cooperating country property, it must use the proceeds to repair, renovate or replace the cooperating country property involved, or must credit such proceeds against the cost of the work covered by the award, or must otherwise reimburse USAID, as directed by the Agreement Officer. The recipient must do nothing to prejudice USAID's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Agreement Officer, must, at the Government's expense, furnish to USAID all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.

e. Access: USAID, and any persons designated by it, must at all reasonable times have access to the premises wherein any cooperating country property is located, for the purpose of inspecting the cooperating country property.

f. Final Accounting and Disposition of Cooperating Country Property: Within 90 days after completion of this award, or at such other date as may be fixed by the Agreement Officer, the recipient must submit to the Agreement Officer an inventory schedule covering all items of equipment, materials and supplies under the recipient's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the performance of this award. The recipient must also indicate what disposition has been made of such property.

g. Communications: All communications issued pursuant to this provision must be in writing.

[END OF PROVISION]

RAA9. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

APPLICABILITY: *This provision is applicable where performance of the award will take place in "Covered" Countries, as described in ADS 206 (see 206.5.3).*

PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

a. USAID reserves the right to terminate assistance to, 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 140.

b.

(1) For any loan over $1,000 made under this agreement, the recipient must insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall, or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.

(2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate, or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

c.

(1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the

assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.

(2) The recipient must insert the following clause, or its substance, in its agreement with the Designated Subrecipient:

"The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Subrecipient] or a key individual of the [Subrecipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR 140."

[END OF PROVISION]

RAA10. INVESTMENT PROMOTION (NOVEMBER 2003)

APPLICABILITY: *The following clause is required for grants and cooperative agreements when the program includes gray-area activities or investment-related activities where specific activities are not identified at the time of obligation but could be for investment-related activities, as described in ADS 225 (see 225.3.1.8).*

INVESTMENT PROMOTION (NOVEMBER 2003)

a. Except as specifically set forth in this award or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves investment promotion in a foreign country.

b. In the event the recipient is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the recipient must notify the Agreement Officer and provide a detailed description of the proposed activity. The recipient must not proceed with the activity until advised by USAID that it may do so.

c. The recipient must ensure that its employees and subrecipients and contractors providing investment promotion services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other subagreements entered into hereunder.

[END OF PROVISION]

RAA11. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

APPLICABILITY*: This provision is applicable to all USAID agreements that obligate or subobligate FY 2003 or later funds except for agreements funded with Operating Expense, Pub.*

L. 480 funds, or trust funds, or agreements where there will be no commodity transactions in a foreign country over the amount of $500. Please insert address and point of contact at the Embassy, Mission, or CFO/CMP as appropriate under section (b) of this provision.

REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

a. By April 16 of each year, the recipient must submit a report containing:

(1) Contractor/recipient name.

(2) Contact name with phone, fax and e-mail.

(3) Agreement number(s).

(4) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of $500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.

(5) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv).

(6) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.

(7) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

b. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or CFO/CMP as appropriate, may include an optional “with a copy to”].

c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, “Allowable Costs,” and must be reported as required in this provision.

d. The recipient must include this reporting requirement in all applicable subagreements, including subawards and contracts.

[END OF PROVISION]

RAA12. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)

APPLICABILITY*: Include this provision in agreements funded from the following accounts:*

- *Development Assistance, including assistance for sub-Saharan Africa,*
- *Global Health Programs, and*
- *Micro and Small Enterprise Development Program Account.*

Further information found in the Mandatory Reference for ADS 303, "Guidance on Funding Foreign Government Delegations to International Conferences," (http://inside.usaid.gov/ADS/300/350maa.pdf).

FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)

a. U.S. Government funds under this award must 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 multilateral organization, as defined below, unless approved by the Agreement Officer in writing.

b. Definitions:

(1) A foreign government delegation is appointed by the national government (including ministries and agencies but excluding local, state and provincial entities) to act on behalf of the appointing authority at the international conference. A conference participant is a delegate for the purposes of this provision, only when there is an appointment or designation that the individual is authorized to officially represent the government or agency. A delegate may be a private citizen.

(2) An international conference is a meeting where there is an agenda, an organizational structure, and delegations from countries other than the conference location, in which country delegations participate through discussion, votes, etc.

(3) A multilateral organization is an organization established by international agreement and whose governing body is composed principally of foreign governments or other multilateral organizations.

[END OF PROVISION]

RAA13. CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)

APPLICABILITY*: This provision must be included in any award anticipated to use FY04-FY13 funds available for HIV/AIDS activities.*

CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)

An organization, including a faith-based organization, that is otherwise eligible to receive funds under this agreement for HIV/AIDS prevention, treatment, or care—

(a) Shall not be required, as a condition of receiving such assistance—

(1) To endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS; or

(2) To endorse, utilize, make a referral to, become integrated with, or otherwise participate in any program or activity to which the organization has a religious or moral objection; and

(b) Shall not be discriminated against in the solicitation or issuance of grants, contracts, or cooperative agreements for refusing to meet any requirement described in paragraph (a) above.

[END OF PROVISION]

RAA14. CONDOMS (JUNE 2005)

APPLICABILITY: *This provision must be included in any agreement financing HIV/AIDS activities.*

CONDOMS (JUNE 2005)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement must be medically accurate and must include the public health benefits and failure rates of such use and must be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms." This fact sheet may be accessed at: **transition.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html**

[END OF PROVISION]

RAA15. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (APRIL 2010)

APPLICABILITY: *This provision must be included in any agreement financing HIV/AIDS activities. For awards to Alliance for Open Society International (AOSI), Pathfinder, or a member of the Global Health Council (GHC) or InterAction (with the exception of DKT International, Inc.), the Agreement Officer must include the following footnote at the end of paragraph (b)(1):*

> *"Any enforcement of this clause is subject to Alliance for Open Society International v. USAID, 05 Civ. 8209 (S.D.N.Y., orders filed on June 29, 2006 and August 8, 2008) (orders granting preliminary injunction) for the term of the Orders."*
>
> *The lists of members of GHC and InterAction can be found at: http:/transition.usaid.gov/business/business_opportunities/cib/pdf/GlobalHealthMemberlist.pdf.*

PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (APRIL 2010)

a. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

b.

(1) Except as provided in (b)(2) and (b)(3), by accepting this award or any subaward, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children.

(2) The following organizations are exempt from (b)(1): the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(3) Contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(4) Notwithstanding section (b)(3), not exempt from (b)(1) are recipients,

subrecipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or subcontract by:

(i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;

(ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or

(iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

c. The following definitions apply for purposes of this provision:

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

d. The recipient shall insert this provision, which is a standard provision, in all subawards, procurement contracts or subcontracts.

e. This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by USAID prior to the end of its term.

[END OF PROVISION]

RAA16. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

APPLICABILITY: *This provision must be included in Request for Applications (RFAs), and in awards.*

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 Web site:
pdf.usaid.gov/pdf_docs/PDABQ631.pdf

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.

[END OF PROVISION]

RAA17. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)

APPLICABILITY: *This provision must be included in solicitations (e.g., Requests for Applications (RFAs) or Annual Program Statements), and in awards involving construction.*

STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)

a. One of the objectives of the USAID Disability Policy is 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. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following Web site: pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

b. USAID requires the recipient to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.

c. The recipient will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA will be used.

d. New Construction. All new construction will comply with the above standards for accessibility.

e. Alterations. Changes to an existing structure that affect, the usability of the structure will comply with the above standards for accessibility unless the recipient obtains the Agreement Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.

f. Exceptions. The following construction related activities are excepted from the requirements of paragraphs a. through d. above:

(1) Normal maintenance, reroofing, painting or wall papering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and

(2) Emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."

[END OF PROVISION]

RAA18. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)

Applicability: *This provision must be included in any grant or cooperative agreement that*

(1) uses funds made available to carry out the Trafficking Victims Protection Act of 2000, Division A of P.L. 106-386; and

(2) covers a program that targets victims of severe forms of trafficking in persons (as defined below) and provides services to individuals while they are still engaged in activities that resulted from such victims being trafficked.

"Severe forms of trafficking in persons" means

(1) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)

By accepting this award, the recipient hereby states that it does not promote, support, or advocate the legalization or practice of prostitution. This statement may be true by virtue of the organization's lack of any policy regarding the issue.

[END OF PROVISION]

RAA19. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)

APPLICABILITY: *This provision must be included in any award that uses funds made available to carry out the Trafficking Victims Protection Act of 2000, Division A of P.L. 106-386, for a program that targets victims of severe forms of trafficking in persons. "Severe forms of trafficking in persons" means*

(1) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)

The recipient must not provide funds made available to carry out this award to any organization that has not stated in either a grant application, a grant agreement, or both, that it does not promote, support, or advocate the legalization or practice of prostitution. Such a statement is not required, however, if the sub-recipient organization provides services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked. If required, the sub-recipient organization's statement may be true by virtue of the organization's lack of any policy regarding the issue.

[END OF PROVISION]

RAA20. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)

APPLICABILITY: *This provision must be included in any award that uses funds made available specifically under the Trafficking Victims Protection Act of 2000, Division A of P.L. 106-386.*

PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)

None of the funds made available under this award may be used to promote, support, or advocate the legalization or practice of prostitution. However, this prohibition does not preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted in such victims being trafficked. The recipient must insert this provision in all subagreements under this award.

[END OF PROVISION]

RAA21. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)

APPLICABILITY: *This provision is required in accordance with 2 CFR 25, Award Term for Central Contractor Registration and Universal Identifier. Agreement Officers (AOs) must include this provision in all assistance solicitations and all awards, unless the AO exempts an organization from compliance with the provision under one of the following exceptions, from paragraph d. below:*

Exceptions. The requirements of this provision to obtain a Data Universal Numbering System (DUNS) number and maintain a current registration in the Central Contractor Registration (CCR) do not apply, at the prime award or subaward level, to:

(1) Awards to individuals

(2) Awards less than $25,000 to foreign recipients to be performed outside the United States (based on a USAID determination)

(3) Awards where the AO determines, in writing, that these requirements would cause personal safety concerns.

CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)

a. **Requirement for Central Contractor Registration (CCR).** Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently, if required by changes in your information or another award term.

b. **Requirement for Data Universal Numbering System (DUNS) numbers.** If you are authorized to make subawards under this award, you:

(1) Must notify potential subrecipients that no entity (see definition in paragraph c. of this award term) may receive a subaward from you unless the entity has

provided its DUNS number to you.

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. Definitions. For purposes of this award term:

(1) Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at **www.ccr.gov**).

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at **fedgov.dnb.com/webform**).

(3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR 25, subpart C:

(i) A governmental organization, which is a State, local government, or Indian tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

(iv) A domestic or foreign for-profit organization; and

(v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(4) Subaward:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

(ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).

(iii) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

(5) Subrecipient means an entity that:

(i) Receives a subaward from you under this award; and

(ii) Is accountable to you for the use of the Federal funds provided by the subaward.

ADDENDUM (JUNE 2012):

a. Exceptions. The requirements of this provision to obtain a Data Universal Numbering System (DUNS) number and maintain a current registration in the Central Contractor Registration (CCR) do not apply, at the prime award or subaward level, to:

(1) Awards to individuals

(2) Awards less than $25,000 to foreign recipients to be performed outside the United States (based on a USAID determination)

(3) Awards where the Agreement Officer determines, in writing, that these requirements would cause personal safety concerns.

b. This provision does not need to be included in subawards.

[END OF PROVISION]

RAA22. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

APPLICABILITY: *This provision is required in accordance with 2 CFR 170, Award Term for Reporting Subawards and Executive Compensation. AOs must include this provision in all assistance solicitations and all awards expected to exceed $25,000, unless an exemption applies under paragraph d. of the provision or the exemptions listed below in this applicability statement. If the AO determines that an exemption applies, the AO must provide guidance to the recipient on reporting with generic information.*

Exemptions.

(1) The requirements to report under this provision do not apply to:

(i) Awards to individuals

(ii) Awards less than $25,000

(2) When the AO determines, in writing, that these requirements would cause personal safety concerns, reporting under this provision can be accomplished using generic information.

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

a. Reporting of first-tier subawards.

(1) Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

(2) Where and when to report.

(i) You must report each obligating action described in paragraph a.(1) of this award term to **www.fsrs.gov**.

(ii) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

(3) What to report. You must report the information about each obligating action that the submission instructions posted at **www.fsrs.gov** specify.

b. Reporting Total Compensation of Recipient Executives.

(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –

(i) The total Federal funding authorized to date under this award is $25,000 or more;

(ii) In the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at **www.sec.gov/answers/execomp.htm**.)

(2) Where and when to report. You must report executive total compensation described in paragraph b.(1) of this award term:

(i) As part of your registration profile at **www.bpn.gov/ccr**.

(ii) By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

(1) Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if–

(i) In the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at **www.sec.gov/answers/execomp.htm**.)

(2) Where and when to report. You must report subrecipient executive total compensation described in paragraph c.(1) of this award term:

(i) To the recipient.

(ii) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (for example, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

(1) Subawards, and

(2) The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions.

For purposes of this award term:

(1) Entity means all of the following, as defined in 2 CFR 25:

(i) A governmental organization, which is a State, local government, or Indian tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

(iv) A domestic or foreign for-profit organization; and

(v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(2) Executive means officers, managing partners, or any other employees in management positions.

(3) Subaward:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

(ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non- Profit Organizations").

(iii) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

(4) Subrecipient means an entity that:

(i) Receives a subaward from you (the recipient) under this award; and

(ii) Is accountable to you for the use of the Federal funds provided by the subaward.

(5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(i) Salary and bonus.

(ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(iii) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(v) Above-market earnings on deferred compensation which is not tax-qualified.

(vi) Other compensation, if the aggregate value of all such other compensation (for example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

[END OF PROVISION]

RAA.23 PATENT REPORTING PROCEDURES (JULY 2012)

APPLICABILITY: *This provision is applicable whenever the agreement finances research activities, or patentable processes or practices.)*

PATENT REPORTING PROCEDURES (JULY 2012)

As incorporated by 22 CFR 226.36 and the standard provision "APPLICABILITY OF 22 CFR PART 226," the clause at 37 CFR 401.14 ("Patent Rights (Small Business Firms and Nonprofit

Organizations)") is incorporated by reference into this award as if set forth in full text. The recipient must use the National Institutes of Health EDISON Patent Reporting and Tracking system (http://www.iedison.gov) to fulfill its disclosure obligations under 37 CFR 401.14(c)(1). The recipient must also submit reports on utilization of subject inventions annually to the Agreement Officer's Representative under 37 CFR 401.14(h), and the last report must be provided within 90 days of the expiration of the agreement.

[END OF PROVISION]

[END OF STANDARD PROVISIONS]