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Closing Date and Time for Application Submission: July 8, 2014

Subject: Request for Applications (RFA) Number: RFA-520-14-000006
Community Strengthening Project

Ladies and Gentlemen:

The United States Agency for International Development (USAID) Guatemala is seeking applications for Assistance Agreements from Non-Governmental organizations for funding to support a project entitled "Community Strengthening Project". The authority for the RFA is found in the Foreign Assistance Act of 1961, as amended. Please refer to the Project Description for a complete statement of goals and expected results.

While for-profit firms may participate, pursuant to 22 CFR 226.81, it is USAID policy not to award profit under assistance instruments such as cooperative agreements. However, all reasonable, allocable, and allowable expenses, both direct and indirect, which are related to the grant project and are in accordance with applicable cost standards (22 CFR 226, OMB Circular A-122 for non-profit organization, OMB Circular A-21 for universities, and the Federal Acquisition Regulation (FAR) Part 31 for-profit organizations), may be paid under any resulting Cooperative Agreement.

Applicants under consideration for an award that have never received funding from USAID will be subject to a pre-award survey to determine fiscal responsibility and ensure adequacy of financial controls.

Subject to the availability of funds, USAID intends to provide between $35 million and $40 million in total USAID funding to be allocated over the five year period. USAID reserves the right to fund any or none of the applications submitted.

Award will be made to that 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.**

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.

Applicants should also note that the documents listed in this RFA under "Annexes" to the Project Description are intended only as sources for background information that may be helpful to applicants, but are not part of this RFA. All guidance included in this RFA takes precedence over any reference documents referred to in the RFA. Any clarification questions concerning this RFA should be submitted in writing to guatemalaproposals@usaid.gov by the date listed above. 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".

The applicant shall submit applications in BOTH electronic and hard copy format as described in Section IV. Applicants are requested to submit both technical and cost portions of their applications in separate volumes.

Applications must be received by the closing date and time indicated at the top of this cover letter. Late applications will be considered for award only if the Agreement Officer determines it is in the Government's interest. Applications must be directly responsive to the terms and conditions of this RFA. Telegraphic or fax applications (entire proposal) are not authorized for this RFA and will not be accepted.

Sincerely,

Natalie Thunberg

Natalie J. Thunberg
Agreement Officer

Attachments to the RFA

1. Required Certifications
2. Marking Plan Table
3. Standard Provisions for U.S. Organizations
4. Standard Provisions for Non-U.S. Organizations

Annexes to Section I. Funding Opportunity

1. Citizen Security Gender Analysis
2. CARSI – Mid-Term Impact Evaluation Guatemala
3. Recent Programs on Violence Prevention

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SECTION I - FUNDING OPPORTUNITY DESCRIPTION

USAID/Guatemala's COMMUNITY STRENGTHENING PROJECT (CSP)
USAID/Guatemala's PROYECTO DE FORTALECIMIENTO COMUNITARIO

Based on full and open competition, USAID Guatemala intends to award one five-year Cooperative Agreement for the Community Strengthening Project as USAID's principal project to address the causes and consequences of violence through holistic prevention approaches, contributing to Government of Guatemala (GOG) and USG objectives of decreasing violence rime rates in targeted areas. Subject to the availability of funds, USAID intends to provide an amount ranging from $35,000,000 to $40,000,000 in total USAID funding to be allocated over the five years. Applicants are encouraged to familiarize themselves with this Request for Applications (RFA) and its components and consider creating partnerships, alliances or a consortium with local organizations to implement the activities of the CSP and obtain the desired results.

I. OVERALL GOAL

The overall goal of the Community Strengthening Project is to support efforts by Government of Guatemala (GOG), civil society and community actors to address the causes and consequences of violence through holistic prevention approaches. The intent is to contribute to GOG and USG objectives of decreasing violent crime rates in targeted areas.

This Community Strengthening Project will be USAID/Guatemala's violence prevention project and has four complementary and mutually reinforcing objectives. These are to:

1. Support community commissions to institutionalize proven, integrated violence prevention projects in targeted areas;
2. Strengthen and mobilize municipal and national stakeholders and resources to develop and implement municipal-level prevention plans;
3. Support secondary prevention projects in close coordination with municipal authorities; and
4. Promote and integrate evidence-based policy making among prevention actors.

Linkages to the Central America Regional Security Initiative[1]

In 2008, the U.S. Government introduced a special initiative to reduce crime rates and improve security in Central America called the Central American Regional Security Initiative (CARSI). This Community Strengthening Project will be funded by CARSI, and will contribute to four of the five pillars underlined below. Therefore, the resulting Recipient will be expected to closely coordinate activities with other Departments and Agencies of the US government, most notably

[1] *The Central American Regional Security Initiative: A Shared Partnership. U. S. Department of State, Bureau of Public Affairs. See:* http://www.state.gov/p/wha/rt/carsi/fs/index.htm

the State Department's Bureau of International Narcotics and Law Enforcement Affairs (INL).[2] The 5 pillars of CARSI are:

1. Create safe streets for the citizens of the region;
2. Disrupt the movement of criminals and contraband to, within, and between the nations of Central America;
3. Support the development of strong, capable, and accountable Central American governments;
4. Re-establish effective state presence, services and security in communities at risk; and
5. Foster enhanced levels of coordination and cooperation between the nations of the region, other international partners, and donors to combat regional security threats.

Notable in the CARSI approach is an emphasis on a holistic strategy for improving citizen security that includes a focus on strengthening institutions, promoting transparent and participatory local governments, and addressing social exclusion and lack of access to basic services.

Linkages to USAID Guatemala Country Development Cooperation Strategy (CDCS)[3]

USAID Guatemala's CDCS was approved on March 16, 2012. The CDCS includes three Development Objectives (DOs). DO 1 is defined as "Greater Security and Justice for Citizens." This DO will be achieved through USAID Guatemala's Community Strengthening Project, composed of two Intermediate Results (IRs). The first, IR 1, is "Improved Effectiveness and Efficiency of Security and Justice Institutions." IR 2 is "Reduced Levels of Violence in Target Communities." The dual focus on national security and justice sector institutions along with targeted community-level actions, with the participation of local governments, civil society and the police, will lead to increased security and justice for citizens (DO 1). This Community Strengthening Project will be USAID Guatemala's main implementing mechanism to achieve IR 2.

I.2 BACKGROUND

I.2.1 Context and Problem Statement

Over the past decade, Central America's Northern Triangle - El Salvador, Honduras and Guatemala - has become the most violent region in the world. According to the United Nations Office on Drugs and Crime's 2011 statistics, all three countries were in the top ten nations with the highest homicide rates. The onslaught of drug trafficking organizations (DTOs), combined with the rise of extremely violent *mara* youth gangs, threatens the already fragile stability and democratic governance of these countries.

Homicides have declined recently in Guatemala, but overall levels of criminal violence remain high and constitute a situation of chronic violence unlikely to abate in the near future. Recent

[2] Please note that despite coordination with other USG agencies, the resulting Recipient should only follow technical direction from the USAID COR and not from the other agencies/departments. For more information about INL's initiatives, please refer to Annex 3 of this package.
[3] http://www.usaid.gov/documents/1862/usaid-guatemala-cdcs

surveys have found that over 60% of Guatemalans believe that insecurity is the most significant problem facing the country,[4] a fact borne out by victimization rates that have consistently increased over the past decade, surpassing 33% of households (43% in urban areas) in 2012.[5] The situation is especially critical for Guatemala's growing youth population. According to the 2011 National Youth Survey, the homicide rate for Guatemalan's ages 16 to 30 was nearly double the national average, peaking at 90 per 100,000 for ages 21-25. Other forms of violence are prevalent in the country as well. The 2012 National Survey on Maternal and Infant Health reported that one quarter of all women of reproductive age indicated that they have experienced domestic violence over the past 12 months.[6] These levels of violence and crime have had economic impacts. In 2012, Guatemala was the highest out of 144 countries surveyed by the World Economic Forum in terms of business costs related to crime and violence and second highest in presence of organized crime.

The causes of chronic violence in Guatemala are complex and interrelated. Much of the Northern Triangle's violence is related to illegal trafficking, particularly of drugs, yet urban violence driven by other causes has exploded across the region as well. Figure 1 below, shows illustrative factors at the individual, relational, community and societal scales that increase risks of interpersonal violence. Scholars have established an empirical correlation between inequality and violent crime, particularly in Latin America, which is the most violent and most unequal region in the world. Of the 50 most violent cities in the world in 2012, 42 were in the Latin America and Caribbean region; Guatemala City ranked 12th.[7] In addition to inequality, multiple and overlapping forms of political, economic, and spatial marginalization are additional factors that contribute to chronic violence.

The structural exclusion of vulnerable populations in Guatemala is driven by, and sustains in turn, governance structures based on a political economy of inequality, particularly in the country's urban areas, in which 40% of residents live in slum conditions.[8]

Guatemala has a long history of weak public institutions that are unable to secure many of the basic rights of the country's citizens, notably the provision of justice and security. This situation was exacerbated by the country's internal armed conflict and the legacy of violence and impunity it left behind. The lack of a consolidated and representative political party system, ineffective rules governing political party financing, and networks of patronage and vote-buying all undermine democratic responsiveness in Guatemala's political system. The weakness and lack of accountability of Guatemala's state institutions, including at the municipal level, undermine the government's capacity to respond to the needs and demands of its citizens and facilitates rising criminal activity and violence in the country.

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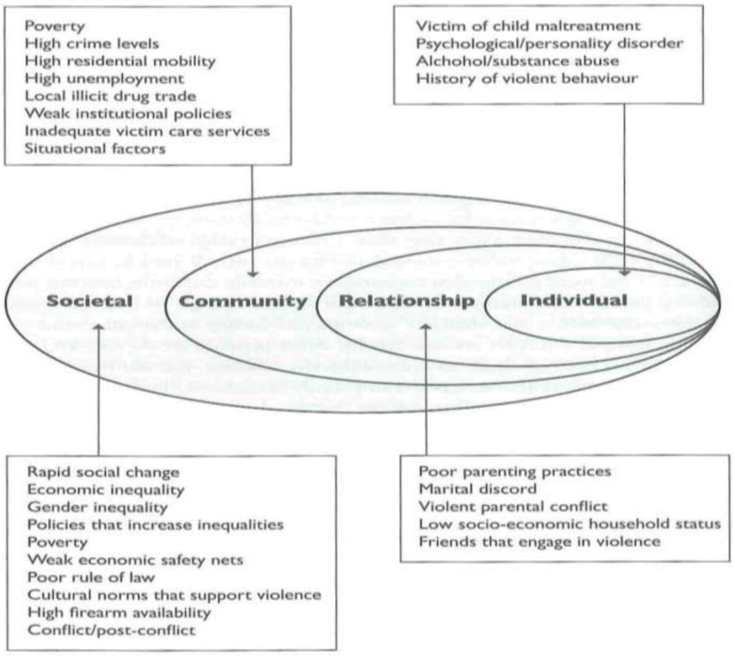
[4] Prensa Libre, July 2012.

[5] LAPOP. Cultura Politica de la Democracia en Guatemala. 2012.
[6] Refer to the Encuesta Nacional de Salud Materno Infantil (ENSMI) website: *www.ine.gob.gt/np/ensmi/*
[7] According to a report by the Consejo Ciudadano para la Seguridad Pública y Justicia Penal
[8] UN-Habitat. State of Latin American and Caribbean Cities 2012: Towards a New Urban Transition.

Figure 1: Social-ecological model of violence. (World Health Organization, 2002)



I.2.2 Progress to Date and Key Results

Declining Homicide Rate: Guatemala's homicide rate has declined nearly 25 percent between 2009 and 2012, falling from 46 to 34 per 100,000. In the municipality of Guatemala City, the number of homicides declined from 1,253 in 2010 to 797 in 2012.[9]

Promotion of Prevention in Ministry of Governance and National Civilian Police:
The Ministry of Government (MOG) has restructured itself to elevate prevention within its portfolio by creating a Vice Ministry of Crime and Violence Prevention. The National Civilian Police has also promoted prevention work by creating the new Sub-Directorate for Prevention. These structural changes provide opportunities to further consolidate and prioritize prevention approaches by the GOG.

Expanding Initiatives to Address Violence Prevention: There are a number of GOG-led and civil society initiatives designed to provide opportunities for at-risk youth and to reduce violence, i.e., *Barrio Seguro*.[10]

I.3 PROJECT DESCRIPTION

As stated above, this Community Strengthening Project is a violence and crime prevention project with the overall goal to support efforts by the GOG, civil society and community actors to address the causes and consequences of violence through holistic prevention approaches. As

[9] Figures up to August 2013 show a slight increase of 6%, compared to 2012. However, if the following months continue to register the same monthly rates as August 2013, of 2.7 murders per 100,000 residents, 2013 should close with the same annual rate as 2012.
[10] Annex 3 of this package has a list of recent USAID implementing mechanisms related to citizen security, violence prevention, and justice sector reform. This is not an exhaustive list of USAID implementing mechanisms in the citizen security area.

such, this Community Strengthening Project is a project intended to support national, municipal, and community-level authorities and civil society stakeholders institutionalize proven, integrated violence prevention approaches in targeted areas that address both the structural and trigger factors associated with violence and crime. To that end, this Community Strengthening Project has four complementary and mutually reinforcing objectives:

1. Support community commissions to institutionalize proven, integrated violence prevention projects in targeted areas;
2. Strengthen and Mobilize Municipal and National stakeholders and resources to develop and implement municipal-level prevention plans;
3. Support secondary prevention projects in close coordination with municipal authorities; and
4. Promote and integrate evidence-based policy making among prevention actors.

This section provides a detailed description of this Community Strengthening Project's approach to violence and crime prevention, and its geographic focus, project objectives, results, and illustrative activities and indicators.

I.3.1 Approaches

This Community Strengthening Project will focus on two approaches to violence prevention:

- Primary prevention, involving broad-based interventions that seek to prevent violence before it occurs by reaching a large population with potential risk factors.
- Secondary prevention, focusing on specific individuals who are exposed to multiple risk factors and are deemed at risk for violent behavior or joining a gang.

This Community Strengthening Project's approach to reducing violence will principally focus on the Primary Prevention, while complementing this foundation with a pilot initiative on secondary prevention. This Community Strengthening Project's **primary prevention approach aims to promote a multi-stakeholder, inter-institutional, municipal- and community-level prevention model where violence prevention will focus on demand driven interventions, reinforced by municipal and national level support.** Primary violence prevention is interpreted broadly so as to address both the underlying drivers of chronic violence as well as more immediate trigger factors, e.g. alcohol/drug use or interpersonal conflicts. This approach recognizes that although some individuals may be exposed to more risk factors than others, the root causes of violence are structural and systemic, and will continue to reproduce the conditions for chronic violence until they are meaningfully addressed. In Guatemala's urban areas, much of the violence is concentrated in specific communities that are marked by long-term, structural exclusion: concentration of poverty, economic and political marginalization, and extreme disparities with wealthier areas. This Community Strengthening Project is based on the theory that promoting inclusive localities, where citizens can exercise their citizenship rights, will address key drivers of violence and is critical to a sustainable approach to reducing violence

This Community Strengthening Project thus calls for an integrated and holistic primary prevention approach with special emphasis on the following two guiding principles:

a. Community Resilience: Resilience entails communities' capacity to take proactive and adaptive collective action to address problems and needs, specifically the causes and consequences of violence. The core of resilience is strong community organizational capacity and social cohesion, along with collaborative and mutually accountable relationships between citizens and local government actors. Resilient communities are able to act as mutually-accountable partners to municipal governments, sharing responsibility for planning, decision-making and implementation of actions to address violence. Resilience is thus critical to the sustainability of violence prevention approaches.

   As described below, to strengthen community resilience, this Community Strengthening Project calls for a community-led prevention model that will promote participatory, responsive and accountable governance in the municipalities in which the Community Strengthening Project will operate. Improved local governance will ensure that government investments and projects correspond to citizens' expressed needs, particularly the necessities of vulnerable groups and communities exposed to chronic violence. Additionally, inclusive governance will increase citizen trust in local authorities and facilitate citizen collaboration with government initiatives to prevent violence, which is the core of community resilience. Efforts to build resilience involve facilitating collaboration between citizens and state actors, within a framework for inclusive citizen participation and accountable governance, as well as building communities' own capacities to take proactive steps to address violence. This Community Strengthening Project is expected to contribute to community resilience by accounting for these three areas:

   → Community Organizational Capacity: Representativeness, transparency and effectiveness of community-based organizations, as well as external linkages to the local government, civil society organizations, and municipal and regional networks and coalitions.

   → Citizen Participation and Accountable Governance: Effective and inclusive mechanisms to promote citizen involvement in decision making, planning, implementation and social accountability with local government.

   → Inclusive Urban Planning and Service Provision: Participatory planning processes to overcome income-based segregation and address issues such as land tenure security, affordable housing options, transportation linkages, public spaces and access and quality of public services, i.e., education, health and infrastructure, vocational training, and safe and affordable transit options to access economic options outside of marginalized communities.

b. Gender-Based Violence: Guatemala experiences extremely high rates of gender-based violence (GBV). Between 2000 and 2010, over 5,000 women were murdered in the country. As previously stated, according to the 2012 National Survey on Maternal and Infant Health, approximately a quarter of Guatemalan women of reproductive age had been the victims of domestic violence over the past 12 months. Also alarming, the UNDP Guatemala Human Development Report 2009/2010 states that nearly half of women of reproductive age reported experiencing domestic violence at some point in their lives, with rates for urban residents and *ladina* women being higher than those of rural residents and indigenous women. GBV is pervasive in Guatemala and is transmitted intergenerationally through gender inequality, cultural norms and through exposure to domestic violence at an early age.

More generally, the inequality and exclusion that generate chronic violence in much of Guatemala affects women doubly, thus leaving them even more vulnerable to violence. Thus, to reduce GBV sustainably, and chronic violence more generally, women must have opportunities for empowerment and the realization of their full rights as humans and citizens.

This Community Strengthening Project will take into account the fact that men and women see and experience violence and crime differently, and may identify different factors and propose different solutions to address the factors that lead to crime and violence.

For additional gender specific issues and recommendations, please consult the Gender Analysis for USAID's Citizen Security Development Objective, Annex 1 of this package.

I.3.2 Geographic Focus and Criteria

This Community Strengthening Project will focus on communities in a limited number of municipalities in order to successfully implement a deep and integrated approach to violence prevention. USAID anticipates direct activities in no less than four municipalities; however, interventions must be customized and targeted to those actors or entities that demonstrate the greatest potential for effective support. The actors/entities in targeted municipalities should be chosen based on need, potential, and opportunities for leveraging municipal and national-level investments, as appropriate.

In general, USAID Guatemala is interested in targeting municipalities with predominantly urban populations and high levels of violence. This Community Strengthening Project will focus on a core of four municipalities from the department of Guatemala:

- Guatemala City
- Villa Nueva
- Mixco
- Amatitlán[11]

However, the Community Strengthening Project may also include additional municipalities that would be identified through a criteria-based selection process. In addition, this Community Strengthening Project will include a criteria-based selection process to identify potential treatment communities in the target municipalities. USAID will approve the selection of treatment municipalities and communities in the work plan for year 1, and subsequent annual work plans. USAID views implementation of this project as an on-going and iterative process of

[11] Please note that USAID's prevention projects have not previously worked in Amatitlán.

consultation. As needs and the political context change, approaches must incorporate sufficient flexibility to respond accordingly.

I.3.3 PROJECT OBJECTIVES

Any illustrative activities and indicators presented below are strictly illustrative and far from comprehensive. Similarly, the final indicators will be established in the Work Plan and Monitoring and Evaluation plan, which will be approved by USAID.

OBJECTIVE 1: Support community commissions to institutionalize proven, integrated violence prevention initiatives in targeted areas.

Support for violence prevention commissions and the implementation of the prevention plans is the lynchpin of the Community Strengthening Project. This Community Strengthening Project is expected to help develop community-based violence prevention commissions, or strengthen commissions where they already exist, that would be able to develop and implement a prevention plan. To identify potential treatment communities, the Community Strengthening Project will have a criteria-based geographic selection strategy, including factors for consideration to selecting communities in the target municipalities, and the approach to facilitate the establishment/strengthening and operation of commissions that address citizen security and violence prevention.

While accounting for community resilience and GBV, USAID expects this Community Strengthening Project to support the organizational capacity strengthening of community-based prevention commissions and support their efforts to identify factors that contribute to violence and crime with the goal of developing a crime and violence prevention plan. This prevention plan should provide an overall approach to violence and crime prevention in a community that address key factors that lead to violence and crime, and not just the symptoms. After the awarding of the agreement, this Community Strengthening Project is expected to support the prevention commissions in the development of applications to address the factors that contribute to violence and crime in their communities. The elaboration of the plan and the proposed activities should be done in a collaborative fashion that includes Municipal offices, local community organizations (i.e., COCODE[12], youth groups, churches), police, and other relevant actors. Ideally, all these actors should be part of the community-based prevention commissions. This Community Strengthening Project will have a defined strategy to promote coordination between the relevant actors, linkages between community and municipal prevention strategies, incorporation of data from law enforcement or research institutions, in the elaboration and implementation of prevention plans that are reflective of municipal strategies, community priorities and best practices for violence prevention.

Community violence prevention plans will vary according to the vulnerabilities that the commissions identify as well as their corresponding proposed interventions. As mentioned above, the prevention plans should be based on a mapping activity that identifies trouble spots and factors, as well as community assets. This Community Strengthening Project will have a strategy to build the prevention commissions' capacity for conducting such mappings. Further,

[12] COCODEs and COMUDES are community and municipal development committees that play a role in local development activities.

the resulting prevention plans should be realistic and feasible, and, to the extent possible, should be developed within the framework of municipal prevention plans, and funding and investment priorities. This will include concrete assignment of responsibility for specific objectives of the plan and an implementation timeline. Plans will establish a framework for collaboration between municipal government, police, community-based organizations, and other relevant actors.

This Community Strengthening Project will provide some financial assistance for the implementation of the prevention plans in the new participating communities; however, support should be contingent upon municipal and/or private sector financing, and encourage the active participation from the community. An example of a successful partnership has been the refurbishing of a sports complex in Guatemala City (Proyecto 4/4) that received equal funding contributions from USAID, the Municipality of Guatemala and the private sector firm Cementos Progreso.

Establishing or strengthening the 'prevention commission' in itself is not the desired end state, but an important input to achieve development and implementation of prevention plans. Commissions must be seen as credible, transparent, seeking participation and responsive to community concerns. Therefore, promoting good governance within these commissions is a key objective to success and sustainability after the life of the project.

Illustrative Activities

- Establish/strengthen community-level violence and crime prevention commissions.
- Develop operating procedures for developing and implementing a crime and violence prevention plan.
- Continue supporting existing Violence Prevention Project (VPP)[13] community violence prevention commissions located in target municipalities; Note: this Community Strengthening Project will not be expected to fund prevention activities in existing VPP communities, just provide technical support so that the prevention commissions continue meeting.
- Support basic education initiatives that promote crime and gang prevention in targeted communities.[14]

Result 1.1: Treatment communities have developed and are implementing violence prevention plans.

Illustrative Indicators

- Number of community prevention plans operationalized. (TARGET: In at least 60 Communities)

[13] See Annex 3 for a brief description of the VPP.
[14] Link to USAID Education Strategy: http://pdf.usaid.gov/pdf_docs/PDACQ946.pdf. School dropout is one of the risk factors that contribute to increase the chances of youth getting involved in criminal activities. An important factor that correlates with children and youth dropping out is low achievement.

Result 1.2: Strengthen communication and interaction between treatment communities and government officials, i.e., municipal authorities, COCODES, police.

Illustrative Indicators

- Percentage of people who express confidence in municipal authorities.

Result 1.3: Increased civic engagement in treatment communities

Illustrative Indicators

- Percentage of people in target communities who indicate that they have participated in community events – disaggregate by type of event, i.e., sports event, religious events, activities to benefit the community, and by population groups, i.e., gender, age.

Result 1.4: Reduction of citizen insecurity in treatment communities

Illustrative Indicators

- Percentage of people who report having been victim of violence in the last three months.
- Percentage of people who report avoiding parts of the neighborhood for fear of violence or crime.

Result 1.5: Increased provision of prevention programming/services in treatment communities.

Illustrative Indicators

- Percentage change in enrollment in services related to gender, gender-based violence and families.
- Percentage change in enrollment of out-of-school youth in services.

Result 1.6 Strengthen the role of primary schools in primary prevention.[15]

Illustrative Indicators

- Proportion of students, who, by the end of two grades of primary schooling demonstrate that they can read and understand the meaning of grade level text.
- Number of schools in targeted communities that operationalize violence prevention programming.

OBJECTIVE 2: Strengthen and mobilize municipal and national stakeholders and resources to develop and implement municipal-level prevention plans through a multi-stakeholder, inter-institutional process.

While Objective 1 promotes the multi-stakeholder community-led prevention model, activities under Objective 2 target municipal- and certain national-level actors, organizations and institutions to complement the efforts outlined under Objective 1. In other words, Objective 2 will support, for the most part, municipal-level activities to promote an integrated and comprehensive approach to primary prevention, emphasizing community resilience and gender

[15] School dropout is one of the risk factors that contribute to increase the chances of youth getting involved in criminal activities.

issues. In addition, activities in Objective 2 will assist municipalities and relevant government organizations with tools to promote evidence based crime and violence prevention plans and initiatives.

Municipalities affected by high levels of violence and crime have stepped up their efforts to provide citizen security in their jurisdictions. However, municipal projects and initiatives are often dispersed and isolated, lacking an overall strategic framework. Comprehensive and evidence-based violence prevention strategies can improve the effectiveness of municipal investments in citizen security and provide the structure for bringing together the efforts of diverse actors.[16] To that end, this Community Strengthening Project is expected to establish/support functioning municipal crime and violence data systems in at least one of the target municipalities. This Community Strengthening Project will work with both governmental and non-governmental entities on the establishment of these crime and violence data collection and reporting systems.

In regards to municipal-level crime and violence prevention commissions, This Community Strengthening Project is expected to establish and support municipal-level, multi-institutional/multi-stakeholder prevention commissions that bring together relevant institutions and actors to develop a municipal violence and crime prevention strategies and subsequent prevention plans based on available data and evidence. The prevention strategies should present theories of change, identify risk factors to address, and propose mitigating activities, geographic strategy, delegation of responsibilities to key stakeholders, and a timeline for implementation and associated budget. In some cases, this Community Strengthening Project will support the updating of a current plan and in other cases it will support the municipality in the development of a new plan using a participatory approach and methodology that includes non-governmental actors, sub-national stakeholders, and relevant government institutions, i.e., the Vice Ministry for the Prevention of Crime and Violence, the police, the Presidential Secretariat of Women, the Ministries of Sports and Culture, Labor, Economy, Health, Education, Social Development and the Secretariat of Social Welfare among others. Similar to the community-level prevention commissions, the key idea of the municipal-level commission is that it brings together a wide array of stakeholders to draft and help implement the crime and violence prevention strategies and plans. Finally, municipal level prevention strategies and plans should provide a framework for the community-led prevention activities outlined in Objective 1.

Another key aspect of Objective 2 is community-based policing. Community-based policing is a concept not a project. The concept is to promote and support organizational strategies to address the causes and reduce the fear of crime and disorder through problem solving tactics and police-community partnerships. Community-based policing should build trust between target communities and the national civilian police (PNC), municipal transit police (PMT) and other municipal security stakeholders. This may be through joint planning, training, development of police crime prevention strategies among others.

[16] USAID has worked through Alianza Municipal para la Prevención de la Violencia (AMUPREV), a regional USAID implementing mechanism that works with municipalities to develop of municipal violence plans. AMUPREV is currently working in Palencia, Santa Catarina Pinula, Mixco, Coban and Esquipulas.

USAID's Security and Justice Sector Reform Project (SJSRP)[17] is providing technical assistance to the GOG on the development of a career path for police. The resulting Recipient, under the guidance of USAID's Agreement Officer's Representative (AOR), will coordinate activities with other USG agencies working on police reform, i.e., INL.

Illustrative Activities

- Establishment/support and operation of crime and violence data collection and reporting systems.
- Establish clear operating procedures to facilitate municipal and other government agencies' participation in municipal and community-level prevention commissions and initiatives.
- Establish institutional arrangements with relevant law enforcement and government organizations (i.e., PNC, PMT, Fire Department) to promote Community-based policing.
- Scholarships for vetted officers assigned to targeted municipalities to participate in the university course on community-based policing.

Result 2.1: Establishment of inter-institutional crime and violence prevention commissions to manage prevention resources strategically in target Municipalities.

Illustrative Indicators

- Percentage of treatment municipalities with inter-institutional and multi-stakeholder municipal-level prevention commissions.

Result 2.2: Development and implementation of municipal violence prevention strategies and plans[18]

Illustrative Indicators

- Percent of targeted municipalities that have updated and operationalized municipal violence prevention strategies and plans.
- Percent of targeted municipal offices that draft and implement a communication strategy to promote violence prevention projects.

Result 2.3: Promote Inclusive Urban Planning Processes

Illustrative Indicators

- Number of actions undertaken by target municipal governments, with active consultation and participation of communities, to address issues of service provision, land tenure, access to housing and/or comprehensive community planning.

Result 2.4: Promote and strengthen community-based policing.

Illustrative Indicators

- Percentage of community prevention commissions in treatment communities with representation from PNC.

[17] Annex 3 provides an overview of the SJSRP.
[18] At least three of the four targeted municipalities must be from the core group (Guatemala City, Villa Nueva, Mixco, Amatitlán).

- Degree of public confidence in police in treatment communities.

Result 2.5: Establishment and functioning of municipal crime and violence data collection systems

Illustrative Indicators
- Number of functioning municipal-level crime and violence data systems.
- Number of police stations in treatment municipalities that use data from the data systems to plan deployment of forces.

OBJECTIVE 3: Support secondary prevention projects in close coordination with municipal authorities

Although this Community Strengthening Project's overall approach to violence and crime is predominantly primary prevention, this Community Strengthening Project will also pilot secondary prevention in a limited number of communities. The focus of secondary prevention will be directing tailored services to youth who have demonstrated a higher risk of involvement in violence and crime, and are deemed to be at the highest risk of participating in violent criminal activity. Numerous secondary prevention approaches and methodologies have been tested in the United States, Latin America, and other regions. Some of these approaches show promise, but must be piloted and evaluated in the Guatemalan context to understand their effectiveness, limitations and possibilities for scaling up. This Community Strengthening Project is expected to implement secondary prevention approaches in a small number of target communities. The focus of secondary prevention would be directing tailored services to youth (Ages 8 – 17) who have demonstrated a higher risk of being recruited into gangs or organized crime, before they are recruited. Explicitly, USAID expects this Community Strengthening Project to identify potential secondary service providers[19] and build its/their capacity to offer comprehensive secondary prevention support to youth identified as highest risk of involvement in crime and violence.

Preventing violence by reducing individual risk factors requires a top down approach and a high quality of tracking data. As opposed to Objectives 1 and 2, this type of programming is almost exclusively focused on the individual and will depend on close coordination with municipal leadership, strengthening of local service providers focusing on secondary prevention activities/projects, and proper follow up.

One component of this Objective would be the development and testing of a metric to identify youth that are at the highest risk of joining a gang or engaging in violent criminal behavior. Another component of this Objective will be the development of an outreach, tracking and referral/transition system established to identify at risk youth and track their progress while in the project as well as after.

Illustrative Activities
- Identify potential secondary prevention service providers.
- Develop and test a tool for identifying youth for secondary prevention services.
- Build capacity for integrated secondary prevention services.

[19] Service provider(s) may be a public or civil society entity, but should be selected based on capacity and sustainability criteria.

- Support delivery of secondary prevention services to identified youth.

Result 3.1: Strengthened Secondary Prevention Service Providers in target communities

Illustrative Indicators
- Number of at-risk youth receiving secondary prevention services.
- Number of at-risk youth completion rate of secondary prevention project.

Result 3.2: Increased participation in cultural, community, educational, employment, or sports activities by targeted at-risk youth.

Illustrative Indicators
- Number of youth participating in community activities, i.e., cultural, educational, employment, sports, religious, etc.
- Number of targeted at-risk youth who received scholarships to attend school.
- Proportion of scholarships' recipients that complete three years of basic education in school or non-school based settings

Result 3.3: Reduction of citizen insecurity in treatment communities.

Illustrative Indicators
- Percentage of people who report having been victim of violence in the last three months.
- Percentage of people who report avoiding parts of the neighborhood for fear of violence or crime.

OBJECTIVE 4: Promote and integrate evidence-based policy making among prevention actors.

As highlighted above, USAID is trying to promote evidence-based crime and violence prevention policies. Under Objective 2, this Community Strengthening Project will support crime observatories and a multi-stakeholder and multi-institutional approach to help foster evidence-based prevention projects. Objective 4 emphasizes the importance of a learning agenda and evaluating the effectiveness of this Community Strengthening Project's intervention. USAID is committed to robust evaluation methodologies to ensure application of the best methods and unbiased measurement and reporting. Please refer to USAID's Evaluation Policy for additional definitions and guidance.[20]

To date, USAID Guatemala, through Vanderbilt University, is conducting an impact evaluation of the CARSI-funded Violence Prevention Project. The objectives of the CARSI impact evaluation are to: 1) collect data to evaluate the impact of USAID-CARSI's neighborhood based crime prevention projects and 2) measure their success to understand how well projects work (or don't work). Success was defined as reduction in crime victimization and an increase in the sense of security. The study will be shared in 2014 or upon completion.[21]

[20] http://www.usaid.gov/sites/default/files/documents/1868/USAIDEvaluationPolicy.pdf

[21] The Mid-Term Impact Evaluation Report can be found in Annex 2.

There have been several studies of violence prevention projects in the United States and some in Latin America. We can learn from these, while also understanding that a successful project in a U.S. city may not necessarily be successful if replicated in Guatemala. The number of service providers in Guatemala, their interest in the specific project, their technical capacity, reach, and resource constraints are some of the many critical factors - in addition to cultural considerations - that would need to be explored prior to considering replication. For these reasons, USAID is dedicating a specific objective solely to evidence-based research and evaluation of new and existing models in Guatemala. The goal would be to pilot new approaches or to study the ingredients that lead to successful projects.

Most importantly, evidence and learning about the effectiveness or ineffectiveness of various violence prevention approaches must be shared with decision makers in the Guatemalan Government. Given limited financial resources for prevention, GOG officials need to be aware of the costs and effectiveness of projects and weigh these against competing priorities. Through this objective, this Community Strengthening Project aims to promote research of crime and violence prevention models and/or projects, and concretely link the knowledge generated by this research with GOG decision- and policy-making processes, both nationally and in target municipalities. In addition, this Community Strengthening Project is will build local research capacity to investigate citizen security issues.

Illustrative Activities

- Provide support to local organizations/universities/think tanks researching crime and violence prevention models and/or projects
- Arrange dissemination of key findings
- Conduct cost benefit research

Result 4.1: Promote evidence-based crime and violence prevention policy-making processes by supporting local research on citizen security issues and violence prevention models.
Illustrative Indicators

- Number of local organizations/universities/think tanks receiving support for research on citizen security issues and violence prevention models. Target: at least 3 per year.
- Number of reports generated on citizen security issues and violence prevention models. Target: at least 3 per year.
- Number of cost effectiveness studies that evaluate and compare prevention approaches.
- Number of information sharing with municipal and national GOG representatives to share research findings. Target: On-Going, but at least 1 per year.

Result 4.2: Build research capacity on citizen security issues among Guatemalan stakeholders.
Illustrative Indicators

- Number of Guatemalan research institutions assisted by this Community Strengthening Project funds. Target: Research capacity strengthened in at least 3 local institutions

I.3.4 Earmarks

This project will directly support various important earmarks under *Development Objective 1:* "Greater Security and Justice for Citizens" and Development Objective 2: "*Improved Levels of Economic Growth and Social Development in the Western Highlands*", Intermediate Result 3: "*Education quality and access improved*".

The Recipient shall follow agency guidance on the use of USAID funds for these earmarks and it will be required:

- to track and report on the results obtained from these funds, including per their earmarks, and separately from other funds obligated under this Cooperative Agreement; and,
- to attach to the financial report detail of the funding available and utilized according to each specific earmark.

Applicants should describe their approach to respond to the Education earmark defined below.

Given the uncertainties of funding of earmarks from year to year, the selected Recipient should have a degree of flexibility in order to absorb different amounts under each funding source without changing the total estimated amount of the resulting Award.

I.3.4.a Basic Education Earmark

Applicants should note that while CSP's objectives and expected results focus on citizen security, reflecting that the principle funding source for this agreement will come from the Central American Regional Security Initiative (CARSI) earmark, CSP will also benefit from $1.6 million from a Basic Education earmark. Proposed project designs should incorporate basic education activities in their design and proposed budgets, and the resulting Recipient should expect to report according to funding source.

School dropout is one of the risk factors that contribute to increase the chances of youth getting involved in criminal activities. An important factor that correlates with children and youth dropping out is low achievement. Students that demonstrate low achievement, are more likely to be retain in grade or to be overage for grade, also they show a low commitment to school or lack of interest. Low achievement is closely related to the development of reading skills since reading is the foundation for further learning. Interventions towards school retention and the improvement of reading skills have a positive impact in crime and violence prevention by offering youth opportunities for further education and employment opportunities.

Applicants can also view USAID's Youth in Development Policy, which emphasizes the integration of youth in USAID programming.[22]

[22] http://www.usaid.gov/sites/default/files/documents/1870/Youth_in_Development_Policy_0.pdf

I.4 Development Communications

USAID Guatemala anticipates significant interest in the implementation of the CSP. Therefore a robust communications strategy and the staffing and resources to ensure the importance of development communications are particularly important. Under this section, the applicant must describe the communication strategy to inform USG, GOG and other audiences about the progress of the project, including the development of success stories and weekly news. The selected Recipient will be responsible for preparing materials for high-level visitors to project activities that include but are not limited to: “scene setters”, trip itineraries, photographs, event agendas, success stories, press releases and reports, and video presentations of the project.

All communications materials must be submitted to the USAID AOR for review and approval at key points of concept, design, development and pre-production. All camera-ready art, final production files, protection master videotapes and other final versions of all project and communications products shall be submitted to USAID upon agreement termination, unless they have been submitted previously. The AOR must receive a minimum of 10 copies of all project and communications products as they are produced.

Strategic communication for development is powerful and has been shown to deepen and expand the impact of development initiatives[23] because it generates behavior change beyond what information dissemination, education, and awareness-raising alone achieves. While the latter three are necessary ingredients of communication, they are not sufficient for getting people to change long-established practices or behaviors—change that is at the core of sustainable development.

The purpose of communication component is to complement, support and underwrite the project’s overall strategy and implementation activities. The project’s communications activities will be guided by a Strategic Communication Plan to reach segmented audiences with messages and needed support to motivate sustained behavior change that is in line with the USAID Guatemala Strategy (CDCS) and the Project Description of the CSP. The Strategic Communication Plan will be a strategic combination of Institutional Communications and Development Communication that creates synergies between the two to improve the success of the project

USAID Guatemala requests that applicants explain the communications methodology employed to develop an illustrative Strategic Communication for Development Plan for the CSP. (Please note if this methodology will also be used to develop the actual project Strategic Communication Plan if the applicant is selected to implement the project. If a different methodology will be used for the actual Plan, please describe the methodology and justification for using different methodologies for the illustrative and the actual.) The project’s monitoring and evaluation (M&E) plan will measure the effectiveness and efficiency of the Strategic Communication Plan and communications activities.[24] Applicants are invited to discuss the value-added that a

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[23] Mefalopulos. P. *Development Communication Sourcebook: Broadening the Boundaries of Communication* (pg. 8). International Bank for Reconstruction and Development/The World Bank. 2008; Servaes, J. *“By Way of Introduction.” In Approaches to Development: Studies on Communication for Development,* ed. J.Servaes. Paris: UNESCO

[24] Communication is here defined as the overarching strategy and the elements that compose strategic communications planning process and plan. Communications is defined here as the activities, materials and channels that are used to implement a communication plan. These communications pieces of the plan must be strategic in and of themselves.

strategic communication component brings to the CSP. Applicants will provide an illustrative budget[25] and timeline for the communications component.

Applicants are invited to develop the Plan using existing primary and/or secondary research and other reliable evidence, including audience research and other forms of stakeholder consultation. At minimum, the Plan will outline basic elements of strategy: problem statement, desired change(s), measurable goals, segmented audiences, project positioning, main message and supporting information, framework for of media plan; and, propose tactic(s) [social marketing, advocacy, IEC (information, education, communication), non-traditional media, mass media, social media, advertising, public relations, community mobilization, interpersonal communication, lobbying, etc.] to be used, and include justification for each tactic in the context of the strategic elements.

Once the selected implementing partner team is in place, the project's actual Strategic Communication Plan will be developed with USAID and other key stakeholders. This Plan will identify further research needs and will dovetail with the annual Work Plan and M&E plan. The project's Strategic Communication Plan is expected to be complete with all the key pieces including: strategic elements, tactics, communications materials, timeline, and budget. A Creative Brief process is expected to be conducted including the creative team as well as selected key stakeholders, including USAID.

<u>Background on Development Communications</u>
(REF: World Bank/DevComm)

Well-conceived, professionally implemented communication programs that are tied directly to reform efforts or development project objectives that bring understanding of local political, social and cultural realities to bear in the design of development programs can make the difference between a project's success and failure.

All development requires some kind of behavior change on the part of stakeholders. Research shows that changing knowledge and attitudes does not necessarily translate into behavior change. In order to effect behavior change, it is necessary to understand why people do what they do and understand the barriers to change or adopting new practices. It is not enough to raise awareness of the "benefits," it is critical to understand peoples' barriers or the "costs" they perceive such a change would entail.

I.4.a Website for the CSP

The selected Recipient should establish, and operate a public website to provide general information and reporting on project activities. At a minimum the website will provide information under the following general headings: About; News/Events; Program Areas; Reports (to include quarterly and annual reports and all trips, technical and analytical reports prepared by

[25] A general rule of thumb for budgeting for strategic communications is between 2 and 5 percent of the total budget. This general rule will vary depending on a variety of factors in the proposed program, activity, project, including but not limited to the target audiences, geographic area, type of materials designed and produced, placement of messages and materials, formative research, and others.

the project), Results and Knowledge Management. Other sections may be added as agreed between the grantee and USAID and should contain a link to the USAID and USAID Guatemala web pages. The website shall comply with the approved Branding Strategy and Marking Plan.

[END OF SECTION I]

SECTION II – AWARD INFORMATION

II.1 NUMBER OF AWARDS, START DATE, AND PERIOD OF PERFORMANCE

USAID intends to award only one (1) Cooperative Agreement based on this RFA. Subject to the availability of funds, USAID intends to provide between $35 million and $40 million in total USAID funding for the life of the activity.

The estimated period of performance for the resulting Cooperative Agreement is five years with an anticipated start date o/a Fall 2014.

The Government will issue one award resulting from this RFA to the responsible applicant whose application conforming to this RFA are the most responsive to the objectives set forth in this RFA. The Government may (a) reject any or all applications, (b) accept other than the lowest cost application, (c) accept more than one application, (d) accept alternate applications, and (e) waive informalities and minor irregularities in applications received.

The Government may make award on the basis of initial applications received, without discussions or negotiations. Therefore, each initial application should contain the applicant's best terms from a cost and technical standpoint. The Government reserves the right (but is not under obligation to do so), however, to enter into discussions with one or more applicants in order to obtain clarifications, additional detail, or to suggest refinements in the project description, budget, or other aspects of an application.

Neither financial data submitted with an application nor representations concerning facilities or financing, will form a part of the resulting agreement(s).

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

II.2 TYPE OF AWARD

USAID plans to negotiate and award an assistance instrument known as a Cooperative Agreement with the successful Applicant for this activity. A Cooperative Agreement implies a level of “substantial involvement” by USAID through the Agreement Officer Representative (AOR).

The intended purpose of the AOR involvement during the award is to assist the recipient in achieving the supported objectives of the agreement. USAID will be substantially involved during the implementation of this Cooperative Agreement in the following areas:

- Review and approval of annual work plans
- Review and approval of a Monitoring and Evaluation Plan
- Approval of the Recipient's key personnel
- Technical concurrence of sub-awards
- Approval of the Rapid Response Funds activities
- Review of communications materials produced by the CSP and approval at key points of concept, design, development and pre-production

Agreement Officer approval is required for the Grant Manual for all subgrants, including the Rapid Response Fund Manual.

II.3 TRANSITION AWARDS

The resulting award will contain a Special Provision in which the Recipient Organization will comply with USAID's recent policy on Transition Awards as per ADS 303.3.6.6. The purpose of the Provision is to authorize USAID to award without competition to a local organization that has been a sub-recipient under a USAID prime award (the "initial award") when certain conditions are met.

Organizational capacity development is an important element, and the Recipient may provide assistance in the following key organizational areas: 1) governance, 2) administration, 3) human resources management, 4) financial management, 5) organizational management, 6) project management, 7) project performance management, and 8) leadership and team dynamic.

Further, the Recipient will develop the local organization's capacity to become stronger and a more mature entity that will enable them to become eligible to receive a direct award from USAID or other donors in the future. Therefore, the prime Recipient will develop a plan for strengthening key organizational areas, including appropriate training and technical assistance, and recommend the transition of these organizations by the end of this project. Indicators, baseline, and targets for local capacity development are to be included in the monitoring plan to be prepared by the applicant.

II.4 PROJECT MANAGEMENT

II.4.1 Staffing

Applicants must recruit and establish a team of experts and support staff to develop and implement the project, to manage its substantive and administrative components. Applicants are expected to maximize the use of Guatemalan and/or US staff with in-depth knowledge of Guatemala, given the need for the team to have a profound knowledge of the technical thematic of the Project. All staff will be based in Guatemala.

Applicants should describe the staffing roles and responsibilities and appropriate skill sets for personnel proposed and proposed sub-recipients with defined lines of management, supervisory authority, and technical responsibilities. Applicants' staffing plans must also describe the provision of home office support, sustained project support to target municipalities and communities, and any potential field presence.

The application shall specify the organizational structure, personnel functions, and level of effort for carrying out project management functions. A graphic of the organizational structure would be beneficial.

II.4.1.a Key Personnel

USAID has identified the Chief of Party, Deputy Chief of Party, Monitoring and Evaluation Specialist, and a Crime and Violence Prevention Specialist as key personnel. However, Applicants are requested to propose other senior positions in their team, which could be considered key. The functions of those key personnel positions should be described in the Applicant's staffing and management plan. For Key Personnel not approved in the initial application, the Recipient will forward the names and resumes of qualified candidates to the USAID Guatemala AOR for review and approval by the Agreements Officer before hiring decisions are finalized.

All Key Personnel are expected to be proficient in Spanish and English. USAID may consider key personnel who do not possess these language skills, if the Applicant provides an explanation of the critical value of the proposed individual and a plan to overcome language deficiencies.

(1) Chief of Party

- A Master's degree in public administration, international relations or other related field and 10 years of senior management experience with progressively increasing responsibilities managing development projects or 15 years of senior management experience to substitute the education requirement.
- Experience working with senior government officials and building consensus among diverse actors.
- Experience managing USG complex contracts and agreements preferred.
- Experience in Latin America preferred.
- Speaking and writing fluency in English and Spanish.

(2) Deputy Chief of Party

- Master's Degree in public administration, international relations or other related fields or 10 years of relevant experience to substitute the education requirement.
- Minimum of seven years of experience of progressively increasing responsibilities in development projects.
- Demonstrated experience in effectively working with local government structures, senior government officials, civil society actors, other donors and USG projects.
- Speaking and writing fluency in English and Spanish.

(3) Monitoring and Evaluation (M&E) Specialist

- Appropriate university degree.
- Minimum five years of experience working on M&E for international development projects.
- Speaking and writing fluency in English and Spanish.

(4) Crime and Violence Prevention Specialist

- Master's degree in relevant field.
- Minimum seven years of experience working on crime and violence prevention, preferably in Latin America.

USAID reserves the right to request those Applicants determined to be within the competitive range for award to make their proposed key personnel candidates and other representatives available for interviews and oral discussions.

The Applicant may propose other Key Personnel with required qualifications.

In accordance with the Substantial Involvement provision in the resulting agreement, any changes to the approved personnel and positions are also subject to the approval of the Agreement Officer prior to any placement under this project.

II.4.2 Award and Management of Sub-Grants

The Applicant shall describe its approach to, and how it will manage, the competition and award of grants in line with USAID best practices and the Guatemalan context. The applicant will design ***an approach to grant-making*** that is cost effective and designed to be responsive to the needs of the CSP activities; and ***procedures for identifying and approving applications*** that are not onerous and ensure flexibility. The Applicant will establish a cost-effective system for awarding and managing grants. The Applicant will emphasize the application of alliance principles to leverage private investment, and financing, and encourage public-private implementation partnerships.

Funding for the Sub-Grants is not to exceed $20 million over the life of the project and should be seen as one tool to achieve the results of the project; therefore, applicants should propose their use as such. USAID Guatemala must approve the grants manual and actual selection of grant Recipients with Guatemalan organizations, including any decisions to award grants based on exclusive or predominant capability. All sub-grants must comply with 22CFR226.5 Sub-awards.

II.5. Environmental Compliance

<u>Note:</u> A Negative Determination with Conditions indicates that one or more of the project activities has no known impacts, but which can be foreseen that require specific measures to mitigate any potential threat to the environment.

In cases when the original IEE results in a NEGATIVE DETERMINATION WITH CONDITIONS implementers are required to prepare additional environmental compliance documentation. In such cases, the supplemental standard environmental compliance clauses are required as found below in subsection 2 onwards.

a. Prepare an environmental mitigation plan and report (EMPR) describing how the Recipient will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMPR shall include monitoring the implementation of the conditions and their effectiveness. If the approved Regulation 216 documentation contains a complete EMPR the Recipient does not need to complete a new plan. Guidance is available to assist with the EMPR process at Guidelines EMPR Revised June 2012 (1).doc
b. Integrate a completed EMPR into the initial work plan.
c. Integrate an EMPR into subsequent annual performance reports (which include work plans), making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

1a) The Foreign Assistance Act of 1961, as amended, Section 117 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 201.3.11.2.b and 204 (http://transition.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. Recipient environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this agreement.

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.

1c) No activity funded under this agreement will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in an Initial Environmental Examination (IEE), duly signed by the Bureau Environmental Officer (BEO). Hereinafter, such documents are described as "approved Regulation 216 environmental documentation."

2) An Initial Environmental Examination (IEE) [LAC-IEE-12-60] has been approved for the Community Strengthening Project funding this agreement. The IEE covers activities expected to be implemented under this agreement. USAID has determined that a **NEGATIVE DETERMINATION WITH CONDITIONS** applies to the proposed activities. This indicates that if these activities are implemented subject to the specified 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) As part of its initial work plan, and all annual performance reports (including annual work plans) thereafter, the Recipient, in collaboration with the USAID Agreement Officer's

Representative and Mission Environmental Officer or Bureau Environmental Officer as appropriate, shall review all ongoing and planned activities under this agreement to determine if they are within the scope of the approved Regulation 216 environmental documentation.

3b) The Recipient will be responsible for periodic reporting to the USAID Agreement Officer's Representative, as specified in the Project Description of this award.

3c) If the Recipient plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

3d) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

4) Cost and technical applications must reflect environmental documentation preparation costs and approaches where applicable. This may include costs towards the preparation of an Environmental Mitigation Plan and Report (EMPR) during the post award stage (see attached). The Recipient will be expected to comply with all conditions specified in the approved IEE.

5) USAID anticipates that environmental compliance and achieving optimal development outcomes for the proposed activities will require environmental management expertise. Respondents to the RFA should therefore include as part of their application their approach to achieving **environmental compliance and management,** to include:

   a) The respondent's approach to developing and implementing an Environmental Mitigation Plan and Report (EMPR)
   b) The respondent's approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.
   c) The respondent's illustrative budget for implementing the environmental compliance activities/EMPR. For the purposes of this solicitation Applicants should reflect illustrative costs for environmental compliance implementation and monitoring in their cost proposal.

II.5.1 ADDITIONAL LANGUAGE FOR AWARDS INCLUDING SUB-GRANTS WITH AN IEE NEGATIVE DETERMINATION WITH CONDITIONS

A provision for sub-grants is included under this solicitation requiring the Recipient to use the Table 1 (Environmental Screening Form) of the EMPR to screen grant applications to ensure that the funded applications will result in no adverse environmental impact, to develop necessary mitigation measures and to specify monitoring and reporting. Use of Table 1 is called for when the nature of the grant applications to be funded is not known well enough, to make an informed decision about their potential environmental impacts, yet due to the type and extent of activities to be funded, any adverse impacts are expected to be easily mitigated. Implementation of sub-grant activities cannot go forward until the Table 1 checklist is completed by the Recipient and approved by USAID. The Recipient is responsible for ensuring that mitigation measures specified by the EMPR checklist process are implemented and addressed in annual reports.

The Recipient will be responsible for periodic reporting to the USAID Agreement Officer's Representative, as specified in the Project Description of this solicitation.

II.6 Alliance Partners

Applicants are encouraged to form alliances and partnerships with non-traditional partners, private businesses, development organizations, faith-based organizations, other donors, universities, and think tanks[26] to address issues and achieve results in the four objectives of this project. Specifically, applicants should describe the roles, responsibilities, expertise, and commitments of their alliance partners; and how the partners will share resources, risks and rewards, leveraging significant resources, apply proven expertise, work jointly with new and existing partners.

II.7 Cost Share and Leverage

No cost share will be required from the recipient for the CSP. However, as stated in the Project Description, the Community Strengthening Project will provide some financial assistance for the implementation of the community prevention plans in the new participating communities; however, support should be contingent upon equal co-funding from municipal, private sector, civil society, and/or community. In other words, USAID's financial support for the implementation of individual initiatives from the community prevention plans should aim for a leverage rate of 1:1 where USAID funding for the implementation of individual initiatives of community prevention plans is equally matched by resources (either financial or in-kind) from other stakeholders. The resultant Recipient must establish partnerships that would realize this leveraging requirement for the implementation of any one individual initiative from the community prevention plans. Please note that the leveraging requirement is only for the implementation of community prevention plans. The total amount devoted to community prevention plans will be contingent upon applicant's technical approach.

Partnerships between the Community Strengthening Project and local counterparts are expected to leverage first and foremost cash funds. USAID will accept other than cash contributions in addition to cash funds, if these are new resources such as property, equipment, products, technologies; infrastructure, services, and supplies used for the implementation of any one individual initiative from a prevention plan. In-kind contributions are allowable as leveraging, if they meet the guidelines found in OMB Circular A-122, Cost Principles for Non-Profit Organizations, OMB Circular A-21, Cost Principles for Educational Institutions, and Automated Directives System (ADS) 303.3.10.2 and USAID Acquisition Regulation 731.2 for for-profit entities. Funds and resources used as cost-share from other authorized governments (except host national government) or from multilateral organizations can be accepted as part of the leveraging for an alliance but these resources will be treated as in-kind and will only be counted for up to the equivalent of the USAID contribution.

Partnerships in which non-USAID resources leveraged have more clearly defined cash component are generally more competitive. However, various types of in-kind contributions can

[26] Please note that contributions from Government of Guatemala (GOG) institutions will not be counted as leverage since USAID and the GOG have a bilateral agreement that contemplates contributions from the GOG, which should not be double counted.

play an important role in funding alliances. Examples of in-kind contributions that USAID seeks under alliances include:

- Commodities such as food stuffs, equipment, etc.
- Use of training or other purpose-specific facilities necessary to a program's implementation
- Value of time donated by technical consultants necessary to a project
- Value of salaries for staff dedicated to a project
- Innovative technology, communications and capital assets.

II.8 Rapid Response Fund

The Rapid Response Fund (RRF) is a flexible mechanism that will allow the CSP to respond to opportunities and/or crises that may emerge during the implementation of the technical components, which enhances the achievement of CPS's project objectives and expected results. The proposed funding level for the RRF is US$1,000,000 annually or US $5,000,000 during the period of performance of the Cooperative Agreement. This includes funds set aside for studies. USAID may adjust these figures depending on the number of requests and their amount.

This RRF will give USAID the flexibility to quickly and efficiently respond to problems or to design project activities that have not been foreseen or anticipated but that offer high pay off within any of the components under this Agreement. A Manual for the use of the RRF shall be developed by the Recipient and approved by the AO. The fund will be managed by the Recipient in a separate line item. The use of these funds requires AOR prior written approval, and shall be reported in a Quarterly and Annual Performance Reports.

II.9. CROSS-CUTTING ACTIVITIES

II.9.1 Gender and Violence Prevention

USAID's commitment to advance gender equality and pursue gender as a key development issue should be fully reflected in this activity. In developing its programs, USAID Guatemala seeks to ensure that gender considerations are incorporated into all aspects of its planned programs. Gender considerations should be integrated into the activities, ensuring that men and women both benefit from USAID support and that gender awareness is a build-in component of the activities.

USAID will evaluate the appropriateness of the proposed activities, staff and budget with regard to gender integration. The areas or aspects of this Community Strengthening Project in which gender is relevant should be clearly indicated, and the application should specifically demonstrate how gender issues will be addressed; how results will be determined taking gender into account; and what resources will be provided to do this.

In order to ensure that USAID assistance makes possible the optimal contribution to gender equality, USAID projects will consider the following two questions:

(1) **How will the different roles and status of women and men** within the community, political sphere, workplace, and household (for example, roles in decision-making and different access to and control over resources and services) **affect the work to be undertaken?**

(2) **How will the anticipated results of the work affect women and men** differently?

The purpose of the first question is to ensure that 1) the differences in the roles and status of women and men are examined; and 2) any inequalities or differences that will impede achieving program or project goals are addressed in the planned work design.

The second question calls for another level of analysis in which the anticipated programming results are: 1) fully examined regarding the possible different effects on women and men; and 2) the design is adjusted as necessary to ensure equitable and sustainable program or project impact.

In order to respond to these questions and to deepen the understanding and attention to gender issues, USAID Guatemala performed a gender analysis for the Community Strengthening Project based on examination of major gender gaps in key sectors. Please consult the Gender Analysis for USAID's Citizen Security Development Objective, Annex 1 of this package. Applicants should incorporate in their application meaningful approaches to address identified gender issues in the sector. Once the agreement is signed, the Recipient should respond the above two questions using as a basis the results from the USAID Guatemala gender analysis.

The Recipient should submit a gender integration plan that responds to the recommendations included in the gender analysis in Annex 1 (as applicable).

II.9.2 The Indigenous

Approximately 41% of Guatemala´s population identified themselves as indigenous in the 2002 census. Social conditions of the indigenous population have been slow to improve. Income inequality remains extreme, and two-thirds of the indigenous rural population remains poor. As a result, Guatemala ranked near the bottom of a new index measuring opportunity inequality in Latin America published by the World Bank in 2010. USAID encourages supporting active participation of indigenous groups in the design and implementation of CSP initiatives, as well as in the national and local policy-making processes supported by the project.

II.9.3 Working with Local Governments

Local coordination and support will be vital for the implementation of CSP activities. Specifically, local governments (municipalities) hold significant potential to coordinate and deliver sustainable local development. When feasible, the Applicant will be required to coordinate activities with USAID's local governance/decentralization project.

II.9.4 Coordination with other donors and programs

There are many multilateral and bilateral donors currently supporting various types of citizen security, climate change, biodiversity and sustainable natural resources projects in Guatemala and Central America. In order not to duplicate efforts and to maximize donor output, the CSP will coordinate work with other donors in the field and leverage complementary donor funding. Examples of these donors include, but are not limited to: Germany Agency for International

Cooperation (GIZ), Spanish Agency for International Development Cooperation (AECID), Inter-American Development Bank (IDB), World Bank, the European Union, World Bank, UN system, and Canadian International Development Agency.

II.9.5 Key Stakeholders

As the GOG institutions and actors, both at the national and sub-national levels, are important partners in promoting citizen security, the CSP should establish linkages/partnerships with relevant GOG ministries, organizations, and municipalities. Partnerships with the GOG will build upon existing relationships between USAID and the Ministry of Governance, Public Ministry, National Civil Police, Ministry of Education, among others. It will be critical that close dialogue is maintained between USAID and appropriate GOG entities throughout the life of the CSP to ensure that there is full buy-in and high level commitment throughout the implementation of the project. It is important to note that the CSP must engage municipal level governments to support their efforts as well as share lessons learned and success stories with other municipalities implementing similar programs.

Equally important for USAID Guatemala is engagement with the Guatemalan civil society and private sector, which are crucial for the continued success in violence prevention initiatives. The CSP should engage with, and foster communication and cooperation among, civil society and private sector stakeholders who have been involved and have expert knowledge about violence prevention initiatives and their implementation.

[END OF SECTION II]

SECTION III – ELIGIBILITY INFORMATION

III.1 APPLICANTS

The following list of potential partners is for illustrative purposes because the eligibility criteria are wide. We welcome other new types of partners. Potential partners include foundations, U.S. and local NGOs, faith-based organizations, U.S. and local private businesses, business and trade associations, international organizations, U.S. and local colleges and universities, other U.S. Government agencies, civic groups, other donor governments, host country governments, regional organizations, host country parastatals, philanthropic leaders including venture capitalists, public figures, advocacy groups, pension funds and employee-welfare plans, etc.

It is important to note that NGOs do not need to be registered Private Voluntary Organizations to submit an application. **Potential for-profit applicants should note that USAID policy prohibits the payment of fee/profit to the prime recipient under assistance instruments. Forgone profit does not qualify as cost-sharing or leveraging.**

In addition, all prospective partners must be organizations with a reputation for integrity and the highest standard of conduct, and a proven track record in their particular areas of expertise. They should be able to demonstrate a respect for human rights, gender sensitivity, and inclusion of people with disabilities and other vulnerable groups, decent work conditions, environmental protection, and community involvement in their operational practices. They should also be able to provide evidence of a strong commitment to the proposed consortium and/or partnerships; and, ideally, experience in working in partnership with others.

III.2 COST SHARE AND LEVERAGE

No cost share will be required from the recipient for the CSP. However, 1:1 leverage will be required for funding of community prevention plans. See Section II.7 for details.

[END OF SECTION III]

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

IV.1) POINT OF CONTACT

USAID/El Salvador
Ms. Natalie J. Thunberg
Regional Agreement Officer
Email: nthunberg@usaid.gov

USAID/Guatemala
Email: guatemalaproposals@usaid.gov

IV.2) REQUIRED FORMS

All Applicants must submit the application using the SF-424 series, which includes the:

- SF-424, Application for Federal Assistance
- SF-424A, Budget Information - Nonconstruction Programs, and
- SF-424B, Assurances - Nonconstruction Programs

These forms can be found in the following links

- SF-424 http://apply07.grants.gov/apply/forms/sample/SF424_2_1-V2.1.pdf
- SF-424A http://apply07.grants.gov/apply/forms/sample/SF424A-V1.0.pdf
- SF-424B http://apply07.grants.gov/apply/forms/sample/SF424B-V1.1.pdf

IV.3) REQUIRED CERTIFICATIONS

In addition to the certifications that are included in the SF 424, organizations must provide the following certifications, assurances and other statements included in the **Attachment No. 1.**

1. Assurance of Compliance with Laws and Regulations Governing Nondiscrimination in Federally Assisted Programs (This assurance applies to Non-U.S. organizations, if any part of the program will be undertaken in the U.S.);
2. Restrictions on Lobbying (22 CFR 227);
3. Prohibition on Assistance to Drug Traffickers (ADS 206);
4. Certification Regarding Terrorist Funding (AAPD 04-14);
5. The Survey on Ensuring Equal Opportunity for Applicants;
6. A Data Universal Numbering System (DUNS) number;
7. A signed copy of Key Individual Certification Narcotics Offenses and Drug Trafficking (ADS 206.3.10); and
8. A signed copy of Participant Certification Narcotics Offenses and Drug Trafficking (ADS 206.3.10).

Electronic copy of these certifications can be also found in the following link:
http://www.usaid.gov/policy/ads/300/303sad.pdf

IV.4) APPLICATION PREPARATION GUIDELINES

Application may be submitted by institutions individually or in group. In the case of a group, the application must include only one prime applicant, which shall enter into sub-agreements or contracts with partnering institutions. In this case, the Prime Applicant(s) will be responsible for establishing and maintaining sub-agreement and/or contracting relationships with proposed partners. For the purposes of this RFA, the term “applicant” is used to refer to the prime and any proposed partners.

Applications received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. Section V addresses the technical evaluation procedures for the applications. Application which is incomplete are not directly responsive to the terms, conditions; specifications and provisions of this Request for Application may be categorized as non-responsive and eliminated from further consideration. Applications that are submitted late or are incomplete run the risk of not being considered in the review process. Late applications will be considered for award only if the Agreement Officer determines it is in the Government's interest.

Applications shall be submitted in two separate parts: (a) technical, and (b) cost or business application and must be submitted no later than the date and time indicated on the cover page of this RFA, to the location indicated on the RFA.

The application should be prepared according to the structural format set forth below. Technical applications should be specific, complete and presented concisely. The applications should demonstrate the applicant's capabilities and expertise with respect to achieving the goals of this program. The applications should take into account the technical evaluation criteria found in Section V.1. Applications shall be prepared in English. Applications in any other language shall be treated as non-responsive and eliminated from further consideration.

The following general guidance is applicable to the submission of the applications under this RFA.

1. Applicants: It is USAID policy not to pay profit of any nature under assistance agreements. Reasonable, allocable and allowable expenses, both direct and indirect, which are related to the agreement program and are in accordance with applicable cost standards (e.g., OMB Circular A-21), may be paid under the agreement contemplated by this RFA.

2. Responsiveness: Applicants should submit an application directly responsive to the terms, conditions, specifications and clauses of this RFA. Applications not conforming to this RFA may be categorized as non-responsive and eliminated from further consideration.

3. Language: It is USAID policy that English shall be the control language of all awards documents. As a result, it is required that the applications be in English.

4. Copies: Applicants must submit applications in BOTH electronic and hard copy format (original and one copies). Electronic applications should be submitted to the following address: guatemalaproposals@usaid.gov or apply at the www.grants.gov site. Technical applications must not make reference to specific costs or detailed pricing data. Applicants should retain for their records one copy of the application and all enclosures that accompany their application. Applications should make sure that the information provided in both hard and soft copies is identical.

Applications are due to USAID/Guatemala by the date included in the cover page of this RFA. Late applications will be considered for award if the Agreement Officer determines it is in the Government's interest.

Hard copies shall be submitted in sealed envelopes or packages and indicate whether the contents contain technical or cost application noted on the outside of the envelopes/packages. They should be clearly marked with **"RFA-520-14-000006 - Community Strengthening Project"** and send to:

USAID/Guatemala
Office of Acquisition & Assistance (OAA)
Km 6.5 Final Blvd. Los Próceres
Santa Catarina Pinula, Guatemala

Technical applications must not make reference to specific costs or detailed pricing data. Applicants should retain for their records one copy of the application and all enclosures that accompany their application. Applications should make sure that the information provided in both hard and soft copies is identical. Cover pages also shall be clearly marked with "**RFA-520-14-000006 Community Strengthening Project"**

5. Electronic mail: All electronic files containing Technical and Cost Applications must be clearly marked on the subject line with the following words **"RFA-520-14-000006 – Community Strengthening Project".** Submit applications electronically (e-mail) in compliance with the following conditions:

- Internet e-mail with up to 3 attachments with 10 MB limit per e-mail compatible with MS Word, Excel and PDF (no zipped or compressed files). **Cover page must identify applications with RFA number, the name of the firm submitting the application and DUNS number.**

- Email applications must be submitted to:guatemalaproposals@usaid.gov, the subject line of the email must contain the RFA number "**RFA-520-14-000006 – Community Strengthening Project".**

- Time of receipt of the email is the USAID email gateway time-stamp of the message header;

The Federal grant process is now web enabled, allowing for applications to be received on-line. USAID bears no responsibility for data errors resulting from transmission or conversion processes associated with electronic submissions.

6. Point of Contact – Applications addressed to Indyra González, Acquisition Specialist and Natalie Thunberg, Contracting Officer. See section IV.1 above for details.

7. Delivery: Telegraphic or faxed applications are not authorized for this RFA and will not be accepted. Hard copy and e-mail submissions are acceptable. It is important to note that graphics, charts, tables and fancy formatting are often garbled during e-mail transmission and care should be exercised to ensure that the product we receive is adequate for evaluation. In that regard, USAID is not responsible for applications that cannot be accessed through USAID standard e-mail systems or word processing software.

8. Start Up: USAID anticipates that the successful recipient of the Agreement will begin activities immediately after signing the Agreement. The Agreement will provide support for five years from the date of the Agreement signature. All program activities are expected to be completed within that period.

9. Unnecessarily Elaborate Applications: Unnecessarily elaborated brochures or other presentations beyond those sufficient to present a complete and effective application in response to this RFA are not desired and may be construed as an indication of the applicant's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

10. Authority to Obligate the Government: The Agreement Officer is the only individual who may legally commit the U.S. Government to the expenditure of public funds. No costs chargeable to the proposed agreement may be incurred before receipt of either an agreement signed by the Agreement Officer or a specific, written authorization from the Agreement Officer.

11. Proprietary Information – Applicants that include data that they do not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purposes, should:

1. Mark the title page with the following legend:

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

2. Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this application."

12. Explanation to Prospective Applicants – Any prospective applicant desiring an explanation or interpretation of this RFA must request it in writing. Questions should preferably be sent on or before the deadline included in the cover page of this RFA to allow a reply to reach all prospective applicants before the submission of their applications. Oral explanations or instructions given before award of a Cooperative Agreement will not be binding. Any information given to a prospective applicant concerning this RFA will be furnished promptly to all other prospective applicants as an amendment of this RFA, if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective applicants.

13. Telegraphic or faxed applications – Telegraphic or faxed applications will not be considered and will not be accepted.

IV.5) TECHNICAL APPLICATION FORMAT

1. General

Applicants must organize the Technical Application to follow the technical evaluation criteria specified in Section V. The page length of the entire Technical Application shall not exceed 35 pages exclusive of Annexes and other pages not subject to the page limitation indicated below.

Therefore, technical applications must be organized as follows:

- **I.** Executive Summary (limited to three pages)
- **II.** Technical Approach
- **III.** Project management
- **IV.** Past Performance
- **V.** Annexes - USAID will not review annexes that are not included below.
  - i. Draft Monitoring and Evaluation Plan (limited to 6 pages)
  - ii. Draft Annual work plan (limited to 10 pages)
  - iii. Resumes (key personnel) (limited to 2-page resumes per person)
  - iv. Project Organizational Chart (1 page)
  - v. Past Performance Information and Summary Chart (no limit)
  - vi. Geographic Strategy (3 pages)

2. Page Limitation

Technical Application are limited to 35 pages.[1] **Any pages OVER 35 PAGES WILL NOT BE EVALUATED**. Additional documentation not requested above will not be reviewed. Applications must be written in English and typed on standard 8 1/2" x 11" paper (216mm by 297mm paper), single spaced, font type Times New Roman 12, with each page numbered consecutively.

3. Content

The technical application should address the objectives and results defined in the Project Description and provide a clear prioritization of activities to achieve the Results. The technical application should not merely repeat the contents of the Project Description, rather it should offer original, critical thinking and analysis related to each result. Applicants should structure their proposal based on the expected results identified in the Project Description.

USAID considers that all applicants have a level playing field based information provided in the Project Description and attached annexes.

The technical application must address the following:

1. **Technical Approach**

   a. **Effective and innovative approach** to achieving programmatic results outlined in the Project Description in the given timeframe. Approach is based on clear conceptual framework, including theories of change and incorporates the guiding principles presented in the project description, Community Resilience and Gender Based Violence. Applicants should clearly describe the proposed approach and methodology, citing best practices or evidence based approaches.

      Moreover, the application and overall technical approach should demonstrate focus on programmatic activities that directly and materially benefit target communities rather than on administrative or operational tasks.

   b. **Geographic Coverage:** The application should try to maximize the project's geographic reach (measured by number of communities) while ensuring effective implementation and the measureable achievement of the objectives and results specified in the Project Description.

   c. **Sustainability:** Applicants should clearly and explicitly address sustainability throughout their applications and how they plan to strengthen governmental and non-governmental actors to ensure the continuity of CSP-funded activities and initiatives. USAID expects that the investment made throughout the life of this project will result in sustained impacts beyond the life of USAID funding. Applications should specifically address how project investments will be sustained given the high rates of turnover in government elected authorities, staff and the police.

      As mentioned in the Project Description, CSP is expected to provide funding for the implementation of prevention plans in new treatment communities, but such support is contingent on similar financial support from the municipality, community, or private sector. The applications should describe its approach to leveraging funds from the municipality and private sector to finance the implementation of the prevention plans with a view towards sustainability after the life of the project.

Similarly, given that the CSP will be implemented during a political transition, the national and sub-national elections in 2015, applicants should explain how they will handle any potential change in municipal authorities.

d. **Realism and appropriateness** based on knowledge and understanding of Guatemalan context and GOG priorities and initiatives. Applicants should clearly describe how the proposed approach is appropriate and realistic for the Guatemala context, taking into consideration current GOG and civil society–led initiatives as well as potential constraints to implementation.

e. **Gender and Gender Based Violence**: The CSP must address gender and GBV throughout its approach. Specifically, CSP will focus on the areas of GBV and women's citizen participation and leadership. Proposed project design should include elements to support holistic approaches to combatting GBV, including support for victims. Similarly, the proposed project designs should have distinct elements to promote women's active participation in decision-making, planning and implementation of all Project-sponsored violence prevention activities.

For additional gender specific issues and recommendations, please consult the Gender Analysis for USAID's Citizen Security Development Objective, Annex 1 of this package.

2. Management and Staffing Plan

a. Key Personnel

Adequacy of staff key strengths (i.e., skills, education, experience) *vis-à-vis* their roles and responsibilities in the application.

Requirements for Key Personnel include:

(1) Chief of Party

- A Master's degree in public administration, international relations or other related field and 10 years of senior management experience with progressively increasing responsibilities managing development projects or 15 years of senior management experience to substitute the education requirement.
- Experience working with senior government officials and building consensus among diverse actors.
- Experience managing USG complex contracts and agreements preferred.
- Experience in Latin America preferred.
- Speaking and writing fluency in English and Spanish.

(2) Deputy Chief of Party

- Master's Degree in public administration, international relations or other related fields or 10 years of relevant experience to substitute the education requirement.
- Minimum of seven years of experience of progressively increasing responsibilities in development projects.
- Demonstrated experience in effectively working with local government structures, senior government officials, civil society actors, other donors and USG projects.
- Speaking and writing fluency in English and Spanish.

(3) Monitoring and Evaluation (M&E) Specialist

- Appropriate university degree.
- Minimum five years of experience working on M&E for international development projects.
- Speaking and writing fluency in English and Spanish.

(4) Crime and Violence Prevention Specialist

- Master's degree in relevant field.
- Minimum seven years of experience working on crime and violence prevention, preferably in Latin America.

The Applicant may propose other key personnel in which case the Applicant will include requirements for the position as well as qualifications of proposed personnel.

USAID reserves the right to request those applicants determined to be within the competitive range for contract award to make their proposed key personnel candidates and other representatives available for interviews and oral discussions in Guatemala City, Guatemala or Washington, D.C.

b. Organizational capacity and geographic coverage

Describe the staffing roles and responsibilities and appropriate skill sets for personnel proposed and proposed sub-contractors with defined lines of management, supervisory authority, and technical responsibilities. Applicants' staffing plans must also describe the provision of home office support, sustained project support to target municipalities and communities, and any potential field presence.

Note: On qualification and experience of proposed personnel, the Applicant is required to present resumes/curriculum vitae for proposed staff and ensure that the proposed personnel will, in fact, be available to staff the program should the Applicant be selected for award. Failure to provide such assurances and letters of commitment may disqualify the Applicant from being considered for award. Failure of the Applicant selected for award to provide the proposed personnel may result in disqualifying the winner from receiving an award.

The Applicant shall provide a biographical sketch and position description for the proposed staff. The biographical sketch and position description, combined, must not exceed one page for each proposed professional staff. The position descriptions shall reflect a clear understanding of the technical skills necessary to achieve the results specified in the Application. Resumes/curriculum vitae may not exceed two pages in length per individual; this information should be included as an attachment to the technical application.

3. Institutional Capacity and Past Performance

Demonstrated recent and relevant technical and field experience and quality of performance in programs of similar technical content and scope in developing countries.

If relevant, the application can include a description of experience and representative accomplishments of the organization of conducting activities of the type required under this RFA.

The Applicant must provide information on past performance in accordance with the table below. USAID may use performance information obtained from other than the sources identified by the Applicant/subrecipient. USAID will utilize existing databases of recipient performance information and solicit additional information from the references provided herein and contact the individual(s) indicated as well as others. If the performance information contains negative information on which the Applicant has not previously been given an opportunity to comment, USAID will provide the Applicant an opportunity to comment on it prior to its consideration in the evaluation.

Program Description summary	Primary location of work	Term of performance	Dollar Value	Award type & Number	Organization / Contracting Entitity/Technical Officer who received the services of the applicant	e-mail address and Tel. No.

NOTE: USAID relies on the prime organization's review of partner/subrecipient institutions. However, if deemed necessary to ensure prudent use of USG funds, USAID may conduct its own past performance review of proposed partners/subrecipient institutions.

IV.6)   COST APPLICATION FORMAT

The Cost/Business Application shall be submitted separately from 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.

The following sections describe the documentation that applicants for Assistance award must submit to USAID prior to award. While there is no page limit for this portion, applicants are encouraged to be as concise as possible, but still provide the necessary detail to address the following:

A. Include a budget with an accompanying budget narrative which provides in detail the total costs for implementation of the project your organization is proposing. Detailed budget notes and supporting justification of all proposed budget line items should be included. In addition, a summary of the budget must be submitted using Standard Form 424 and 424A.
   - SF-424 http://apply07.grants.gov/apply/forms/sample/SF424_2_1-V2.1.pdf
   - SF-424A http://apply07.grants.gov/apply/forms/sample/SF424A-V1.0.pdf
   - SF-424B http://apply07.grants.gov/apply/forms/sample/SF424B-V1.1.pdf

   1. The breakdown of all costs associated with the project according to costs of, if applicable, headquarters, regional and/or country offices;
   2. The breakdown of all costs according to each partner organization or subcontractor/subgrantee involved in the project;
   3. The costs associated with external, expatriate technical assistance and those associated with local in-country technical assistance;
   4. The breakdown of the financial and in-kind contributions of all organizations involved in implementing this Cooperative Agreement;
   5. Potential contributions of non-USAID or private commercial donors to this Cooperative Agreement;
   6. A procurement plan for commodities.

7. Applicants must provide cost element details:
Applicants shall provide this information through the use of detailed spreadsheets, budget narratives and footnotes. The following standard cost elements shall be included in the submission when applicable and include costs for each year. Individual subcontractors should include the same cost element breakdowns in their budgets as applicable.

Cost Elements	Year 1	Year 2	Year 3	Year 4	Year 5	Total
1. Salaries and Wages						
2. Fringe Benefits						
3. Consultants						
4. Travel and Transportation						
5. Equipment and Supplies						
6. Sub-contracts						
7. Sub-grants						$20,000,000
8. Rapid Response Fund						$ 5,000,000
9. Other Direct Costs						
10. Indirect Costs						
11. TOTAL AWARD BUDGET						

Note: Individual sub-awards proposed as part of application should include the same cost element break-downs in their budget as applicable

Illustrative description of the cost elements are provided below:

1) Salary and Wages – Applicants must propose direct salaries and wages in accordance with their personnel policies;
2) Fringe Benefits – If the Applicant has a fringe benefit rate approved by an agency of the U.S. Government, the applicant should use such rate and provide evidence of its approval. If an Applicant does not have a fringe benefit rate approved, the application should propose a rate and explain how the Applicant determined the rate; in this case, the narrative should include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in U.S. dollars and as a percentage of salaries;
3) Consultants – If applicant proposes for short-term expert services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the awardee/recipient. Costs of consultants should be broken down by person months or days;
4) Travel and Transportation – The Applicant should indicate the number of trips, domestic and international, estimated as necessary to carry out the proposed activities, and their estimated costs. Applicants must specify the origin and destination for each proposed trip, the duration of travel, and number of individuals who would be traveling. Per diem should be based on the applicant's normal and current travel policies that do not exceed the published U.S. Government per diem rates for the localities concerned.

5) Equipment and Supplies – Estimated equipment (i.e. model number, cost per unit, quantity) and office supplies and other related supply items;
6) Subcontracts – Any goods and services being procured through a contract;
7) Subgrants – Subgrants to CSOs, NGOs and business organizations to scale up their activities and enhance their sustainability. Activities may include advocating for laws and policies, strengthening community organization in marginalized urban neighborhoods, and providing recreational, educational and vocational opportunities to at-risk youth, among others. If subgrantees have been identified, costs must be broken down using the elements in the table above. Funding for this purpose shall not to exceed $20,000,000 over the life of the project.
8) Rapid Response Fund (RRF) – The applicant is required to include $5,000,000 in its cost application a line item for the life of the Project for implementation of the RRF mechanism.
9) Other Direct Costs – Applicants should detail any other direct costs, including the costs of communications, report preparation, passport issuance, visas, medical exams and inoculations, insurance (other than insurance included in the applicant's fringe benefits), equipment, office rent, etc.;
10) Indirect Costs – These remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. Indirect costs and bases as provided for in an applicant's indirect cost rate agreement with the Government, or if approved rates have not been previously established with the Government, a breakdown of bases, pools, method of determining the rates and description of costs. The Applicant should support the proposed indirect cost rate with a letter from a cognizant, U.S. Government audit agency, a Negotiated Indirect Cost Agreement (NICRA), or with sufficient information to determine the reasonableness of the rates. (For example, a breakdown of labor bases and overhead pools, the method of determining the rate, etc.).

B. A copy of the latest Negotiated Indirect Cost Rate Agreement if your organization has such an agreement with the US Government;

C. Applicants which do not currently have a Negotiated Indirect Cost Rate Agreement (NICRA) from their cognizant agency shall also submit the following information:

1. Copies of the applicant's financial reports for the previous 3-year period, which have been audited by a certified public accountant or other auditor satisfactory to USAID;
2. Projected budget, cash flow and organizational chart; and
3. A copy of the organization's accounting manual.

Note: For Non-U.S. Organizations USAID only accepts direct costs.

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, nongovernmental and governmental.

3. Has a satisfactory record of performance. Past relevant unsatisfactory performance is ordinarily sufficient to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance.

4. Has a satisfactory record of integrity and business ethics; and
5. Is otherwise qualified and eligible to receive a cooperative agreement under applicable laws and regulations (e.g., EEO).

E. Required certifications, assurances, and other statements. These forms include:

1. Assurance of Compliance with Laws and Regulations Governing – Nondiscrimination in Federally Assisted Programs
2. Certification Regarding Lobbying
3. Prohibition on Assistance to Drug Traffickers for Covered Countries
4. Certification on Terrorist Financing
5. Certification of Recipient
6. Key Individual and Participant Certifications Narcotics Offence and Drug Trafficking
7. Survey On Ensuring Equal Opportunity For Applicants
8. Applicant Information
9. Procurement Information

F. Applicants that have never received a cooperative agreement, grant or contract from the U.S. Government are required to submit a copy of their accounting manual. If a copy has already been submitted to the U.S. Government, the applicant should advise which Federal Office has a copy.

[END OF SECTION IV]

SECTION V – APPLICATION REVIEW INFORMATION

V.1) EVALUATION CRITERIA

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

The technical applications will be evaluated in accordance with the Technical Evaluation Criteria set forth below. Thereafter, the cost application of all applicants submitting a technically acceptable application will be evaluated for general reasonableness, allowability, and allocability. To the extent that they are necessary (if award is made based on initial applications), negotiations may then be conducted with all applicants whose application, after discussion and negotiation, have the best chance of being selected for award. Awards will be made to responsible applicants whose applications offer the greatest value, cost and other factors considered. The government reserves the right to make award without discussions.

A review panel established under the direction of the Agreement Officer will evaluate applications. The review panel and the Agreement Officer will use "Best Value" criteria to determine the Application most advantageous to the U.S. Government. **Technical Approach, Management & Staffing Plan and Past Performance when combined, are significantly more important than cost or price.** The award shall be made to the responsive and responsible applicant whose combined technical and cost factor offer the best value to the U.S. Government.

All applicants who meet the eligibility and program requirements and conform to the application preparation and submission instructions will be reviewed and scored by a panel of USAID Guatemala reviewers in strict conformity with the evaluation criteria set forth in this section. These criteria have been customized to the requirements of this RFA and serve to (a) identify significant matters that applicants should address and (b) set the standard against which applications will be evaluated.

Technical applications will be evaluated on the basis of the following criteria which are listed in descending order of importance.

1. Technical Approach (60 points)

a. Effective and innovative approach **(25 Points)**
b. Geographic Coverage **(15 Points)**
c. Sustainability **(10 Points)**
d. Realism and appropriateness **(5 Points)**
e. Gender and Gender Based Violence **(5 Points)**

2. Management and Staffing Plan (30 points)

a. Key Personnel (15 points)

Adequacy of staff key strengths (i.e., skills, education, experience) *vis-à-vis* their roles and responsibilities in the application. Requirements for Key Personnel are listed above in section IV.5.3.2.

b. Organizational capacity and geographic coverage (15 points)

3. Institutional Capacity and Past Performance (10 points)

4. Cost
Cost applications will be evaluated based on cost fairness, cost realism, completeness, and reasonableness. Cost realism is defined as the Applicant's ability to project costs which are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the Applicant's technical capacity.

Administrative and management costs will be closely scrutinized to determine if financial resources are maximized to support the project approach.

V.2 EVALUATION SYSTEM

USAID will use the numerical evaluation system in order to evaluate applications.

V.3 BRANDING STRATEGY AND MARKING PLAN

Pursuant to ADS 303.3.6.3.f and ADS 320.3.1.2, the **apparently successful** applicant will be requested to submit a Branding Strategy and Marking Plan (see illustrative table in Attachment 2) that will be negotiated and finalized as part of the assistance award. These plans shall be prepared in accordance with the guidance in ADS 320.3.3, 22 CFR 226.91 and the references therein. Please note that the Branding Strategy and Marking Plan shall not be included with the original application but shall be provided only after a written request of the Agreement Officer.

The Agreement Officer evaluates and approves the Branding Strategy and a Marking Plan (including any request for exceptions) of the apparently successful applicant, consistent with the provisions "Branding Strategy", "Marking Plan", and "Marking of USAID-funded Assistance Awards" contained in **ADS 303, 22 CFR 226.91**, and **ADS 320**.

V.4 AWARD

The Agreement Officer's decision about the funding of an award is final and not subject to review. Any information that may impact the Agreement Officer's decision shall be directed to the Agreement Officer.

Authority to obligate the Government: the Agreement Officer is the only individual who may legally commit the U.S. Government to the expenditure of public funds. No costs chargeable to the proposed Agreement may be incurred before receipt of either an Agreement signed by the Agreement Officer or a specific, written authorization from the Agreement Officer.

[END OF SECTION V]

SECTION VI – AWARD ADMINISTRATION INFORMATION

VI.1 AWARD NOTICES

Notice of Award signed by the Agreement Officer is the authorizing document, which shall be transmitted to the Recipient for countersignature to the authorized agent of the successful organization electronically.

Request for debriefings: USAID will follow the procedures included in ADS 303.3.7.2 to receive and accept requests for debriefings from unsuccessful applicants.

VI.2 EVALUATION

USAID is committed to evaluating programs and projects using credible impact and performance evaluation methodologies.[27] In the spirit of increasing the rigor of all USAID project evaluations, the CSP may require evaluations that will be solicited by USAID and conducted by objective third parties—external evaluations—and final results may be made public. The resulting Recipient should consult with USAID before conducting any sub-contracted evaluations to ensure that planned evaluation efforts will not be duplicated. Moreover, the resulting Recipient must cooperate with any external evaluation indicated by USAID and provide input to external evaluation team, when requested and indicated by USAID, so that the CSP can benefit from objective findings on project results.

For its part, the resulting Recipient is encouraged to propose a set of questions that it will guide its own evaluation efforts and reports, i.e., annual reports.

VI.3 PERFORMANCE MONITORING

Processes to monitor progress and project performance should be utilized in order to assess the on-going results of the program interventions and whether or not objectives are being achieved and if interventions should be adjusted. The Applicant will provide a proposed Monitoring and Evaluation Plan as part of a response to this RFA. The M&E plan will be reviewed as part of the selection process. The M&E plan should logically follow the annual work plan and must specify indicators, targets, and methodologies that will be used to monitor the progress of project activities towards achieving key milestones and results related to project objectives, expected outcomes, impacts, and measures of accountability. Regular M&E reports also gives USAID a tool for gauging performance and understanding any unforeseen changes in strategy needed to achieve intended results. Since the M&E plan must monitor selected indicators on an ongoing basis, the implementer will be expected to select those indicators that best relate to outputs and outcomes. The M&E plan should incorporate required USAID indicators that will need to be monitored during project implementation.

Applicants will submit an illustrative M&E plan that includes notional indicators to objectively measure progress towards achieving each of the results included in the application, anticipated Life of Project and annual targets for these indicators, and a strategy for monitoring these indicators during implementation. Data collection efforts may be necessary at the beginning of

[27] See USAID's Evaluation Policy for specific information: http://www.usaid.gov/evaluation/USAIDEvaluationPolicy.pdf

the project to verify or establish baseline information for many of the project indicators. Most project M&E indicators will be reported on in project quarterly and annual reports. The M&E plan must be designed to disaggregate by gender, allowing the full capture of program impact on women. The Applicant must also address the data collection process to ensure that quality data are collected and available to inform management decisions. The key criteria for assessing the quality of performance data are: validity, reliability, timeliness, precision, and integrity.

The Applicant should be familiar with the standard indicators that USAID is obliged to measure for various agency frameworks, such as the Development Objective 1 indicators under the Guatemala CDCS, standard indicators, and the Foreign Assistance Standard Indicators. Applicants are encouraged to propose additional indicators other than the illustrative ones provided in this document if they better capture the application's ability to measure impact. Indicators should be gender and geographically disaggregated where appropriate.

The M&E plan will be finalized after project start-up, in consultation with USAID, and submitted to USAID for approval 30 calendar days after the approval of the first annual work plan. Subsequent annual M&E plans must be submitted along with annual work plans—see reporting section for more information on dates. Any subsequent changes in the M&E plan will require concurrence from the AOR at USAID. The finalized project M&E plan will include a narrative outlining, at a minimum, the following:

- The Project's Results Framework, development hypothesis and/or theory of change;
- List of process, output, and outcome indicators that will allow USAID to gage the project's progress and impact;
- The Recipient's data collection method (e.g., how often data is collected, who collects the data, who analyzes the data collected, controls in place to safeguard data);
- Data quality information for all relevant indicators (USAID proposed/Recipient proposed indicators). Data quality includes: a precise definition of the indicator, unit of measure, and disaggregation information to include women and men, youth, members of vulnerable populations and people with disabilities;
- Indicator validity (i.e., the relationship between the indicator and the desired output or result);
- Life of project targets for each relevant indicator for each fiscal year of this program;
- The Recipients procedures for ensuring data quality of sub-recipients' reported data; and
- Key evaluation question that will guide performance reports.

VI.4 LEARNING

Experimentation is essential to innovation and effectiveness. The CSP must utilize a knowledge/learning methodology that builds in continuous learning and evaluating about "what works" and "what does not." Ongoing monitoring and outcome-related evaluations will allow the CSP to learn from these experiments, obtain timely feedback on their success, and make adjustments in intervention design, as needed.

VI.5. REPORTING REQUIREMENTS

VI.5.1 Performance Plans and Reports

The Recipient will be required to submit the following performance plans and reports to the Agreement Officer Representative (AOR) and other USAID administrative staff as indicated after award signature. Plans and Reports shall be submitted in English in hard copy (one original and one copy in MS Word or PDF) and electronically with an Executive Summary in Spanish. This applies to the list below as well as any other studies, reports, briefings, or any other document for public distribution (on a case by case basis).

1. Annual Work Plans;
2. Quarterly/Annual Performance Reports;
3. Final Report;
4. Any additional documents, such as assessments, systematizations, evaluations, studies, strategies, training manuals, outreach materials, or other documents produced under the agreement;
5. Monitoring and Evaluation Plan;
6. Branding Strategy and Marking Plan (this will be approved upon Agreement award);
7. Communication Plan;
8. Participant Training;

VI.5.1.a Annual Work Plans

Within 90 calendar days of award the Recipient will submit for USAID AOR approval its first Annual Work Plan in English from the effective date of the Cooperative Agreement to September 2015. Subsequent work plans in English will cover the period October 1 to September 30 of the following year and shall be submitted by August 15 of each year.

The Annual Work Plans must include:

1. Introduction
2. Background (Problem Statement/Analysis, and any other relevant analyses)
3. Project Approach (Development Hypothesis, Results Framework, and Implementation Strategy, including possible obstacles hindering achievement of objectives)
4. Implementation Plan Matrix organized according to project objectives/results that identify proposed accomplishments for the fiscal year, tasks, activities, timeframe, expected outputs or progress toward achieving cooperative agreement results, indicators, and targets.
5. Training Plan in accordance with Mission Order 253 (a format for the preparation of this plan will be provided by USAID upon signature of the award).

6. Gender equity and gender based violence issues will be identified by the Recipient and ways to address these issues will be clearly integrated in a specific section of each year's work plan. The Recipient will develop a system to measure and monitor and evaluate the impact of efforts to enhance gender equity.
7. Detailed Budget: by principal activities, funding source, and also by line item, broken down by quarters. The Annual Work Plan must show planned expenditures and actual expenditures to date;
8. Activity Fact Sheet or Activity Profile, in Spanish and English, that summarizes pertinent information regarding the Community Strengthening Project that can be used for preparing media kits and for disseminating to interested stakeholders;
9. A description of any information, communication, education, and training materials planned. These materials will be submitted for approval to the AOR at the design stage prior to printing, reproducing, disseminating or airing. AOR approval will focus on the materials' technical content, presentation, and compliance with the Branding Strategy and Marking Plan. The Recipient must ensure that all branding and marking specifications laid out in the Branding Strategy and Marking Plan have been followed prior to submitting the material for AOR approval;
10. Planned local and international training events and expected results;
11. Steps to be taken to monitor and ensure compliance with USAID Environmental Procedures, Reg. 216.
12. International travel plan for the year.
13. A description of the approach that the Recipient will use to ensure coordination, collaboration and information sharing with other partners.

The work plan may be revised on an as needed basis to reflect changes on the ground and with the concurrence of the AOR.

As part of the first Annual Work Plan, the resulting Recipient will be expected to include a Geographic Strategy and a section on: institutional analysis, sustainable impacts, and Civil Society Engagement. The work plan can reference these sections as needed.

Geographic Strategy: The resulting Recipient will elaborate a geographic strategy that presents a criteria-based selection process for additional municipalities other than the ones indicated in the Program Description and for communities within the target municipalities. USAID must approve the selection of treatment municipalities and communities in the work plan for year 1, and subsequent annual work plans.

Institutional Analysis: The Recipient will carry out an institutional analysis that will cover municipal governments, relevant national government agencies or units, and any relevant laws, policies or reform processes with which the project will be engaged. The analysis will address capacity, incentives, transparency and accountability mechanisms, political and political-economy dynamics, and other relevant factors related to institutional capacity and the fulfillment of institutional responsibilities related to violence prevention.

Sustainable Impacts: The resulting Recipient will seek to maximize the sustainability of project impacts, demonstrating how project inputs and activities will contribute to impacts that will continue beyond the life of USAID funding. It will identify barriers to sustainability (e.g., change in government, personnel turnover, organizational and personal incentives, budgetary and other resource limitations) and how such obstacles will be addressed. The Recipient will also integrate analysis of political opportunities and constraints in this section of the work plan, and will prioritize strategic and politically-informed capacity building, including institutionalizing improved processes, addressing negative organizational culture or incentives, ensuring robust measurement of outcomes and impacts, and improving oversight and auditing mechanisms (both internal and external via civil society and citizen involvement), coalition building and promoting institutional reforms.

Civil Society Engagement: The resulting Recipient will elaborate a strategic approach for engaging with civil society actors, including a description of the relevant civil society actors at the national, municipal and community level. The plan will also outline the project's strategy for working collaboratively with CSOs to achieve maximum impact and strengthen civil society capacity to sustain and institutionalize impacts of project interventions, including:

- Important potential sub-grantees, prioritizing longer-term support
- Critical capacity-building needs of CSOs in violence prevention sector
- Key coalitions, federations, or alliances to be built, leveraged and/or strengthened

Furthermore, since this Project is expected to be implemented in high-risk regions, the first Annual Work Plan shall include a section outlining the Recipient's security plan and budget for the life of the Project in accordance with the operational security supplement to ADS 303 which indicates that "*when implementing any USAID award, the implementing partner bears the ultimate responsibility for ensuring adequate steps are taken to safeguard the security and safety of its personnel and any USAID funded equipment/property/vehicles*." The supplement also states that to achieve an adequate level of security, USAID implementing partners must see security as a top priority. It must be an integral component of project design and project management.

VI.5.1.b Quarterly Performance Reports

The Recipient shall submit quarterly performance reports 15 calendar days after the end of the reporting period, summarizing progress of the major activities in process during the period in relation to requirements of the agreement, indicating any problems encountered, and proposing remedial actions as appropriate. This report must contain progress on performance indicators as planned in the Work Plan and the Monitoring and Evaluation Plan and also include a section on planned activities by each expected result for the next quarter. Progress reports shall include a specific section on gender-related activities, as well as compliance with USAID's Disability Policy. Upon signature of the agreement, USAID will provide the Recipient with a template including guidelines and details about the scope of quarterly performance reports. A specific section of the Quarterly Performance Reports shall be dedicated to reporting on Basic Education Activities, taking into account the following information:

Since CSP is benefitting from funds from the Basic Education Earmark, all recipients working with education funds have to report progress in students' reading skills through affordable testing instruments. Data collected must include Oral Reading Fluency (ORF) as a mean to assess reading performance evolution.

To track reading performance USAID has placed an agreement with Optimal Solutions called Secondary Analysis and Results Tracking (SART). SART is designed to develop two databases to manage secondary and third-party data for reporting on results toward the topline education strategy goals 1 (reading) and 3 (access in conflict and crisis environments); and to analyze, synthesize, and report on these data. Specifically, the SART contract will a) inform the target and threshold setting process at country level, through virtual technical assistance; b) track, analyze, and report the results of USAID efforts under goals 1 and 3; and c) make goal-related data available to USAID. It is expected that those who collect the primary data for reporting on Goals 1 and 3 will share these data and data sets with the SART implementer for Agency-level analysis and results reporting.

a) For goals 1 and 3 activities: Provide data sets[28] and code books that include data on student learning outcomes (goal 1) and on access to improved equitable access to education (goal 3). Implementing partners will be responsible, in collaboration with USAID, for obtaining country-level memoranda of understanding that allow for the sharing of the data sets and other data with USAID, as well as public access to the data, where possible[29]. For goal 1, both the full data sets and pared-down data sets will be required. Full data sets will include all variables in the original data sets, along with any new variables created for analytical purposes. Pared-down data sets will include data on basic student characteristics, where available (such as age, sex); community characteristics (such as urban/rural); language of assessment; and reading skill assessment data (such as words correct per minute and other elements of the assessment). In addition, implementing partners will provide code books and other background information sufficient to make clear what variables measure, how variables were used in primary data analysis (such as how the proportion of students reading at grade level was calculated), and what acceptable values are for each variable. For goal 3, any and all primary data – from surveys, mapping exercises, and other data collection activities – and instruments (surveys, questionnaires, and the like) will be provided to USAID, accompanied by a code book or other guide explaining variable names, sampling, methodological approach, and so on.

For goals 1 and 3: Copies of reports, studies, evaluations, and other key relevant documents produced that are critical to advancing USAID's knowledge base and results reporting toward the strategy goals.

Within 4 months of the completion of data collection, the Recipient will deliver to USAID the complete, cleaned data sets and other materials referenced above. Data sets will be delivered through email, a drop box system, or another mechanism to be specified by USAID. All prerequisites to providing the complete, cleaned data sets must be completed by the Recipient prior to the provision of the data set to USAID, such as review and approval by missions and host-country governments, as appropriate. In addition, the Recipient shall continue to submit materials to DEC in accordance with the specific agreement requirements.

The fourth quarterly report shall also serve as the **Annual Report** and shall be submitted by **October 31** of each year. Any implementation problems should be discussed in the reports as well as proposed corrective actions and the costs associated with the delay. These reports must include specific sections on: compliance with USAID Environmental Procedures, Reg. 216, including environmental mitigation measures monitoring, and specify gender considerations in implementation and performance during the quarter.

In each quarterly report, the Recipient shall submit a list of all in country training events performed during the reporting period. This report shall include at a minimum: name of the training program, field of study, relationship to the objectives of this instrument, start and end dates, estimated cost (USAID's cost and partner's cost disaggregated by instruction, trainee, and travel) and number of male and female participants. For U.S. and third country training, the Recipient shall follow the guidelines described in ADS 252 and 253 and shall allow at least twelve weeks prior to the begin date of the training program to comply with the requirements therein described. U.S. and third country training information shall also be included in each quarterly report.

The Recipient is required to provide quarterly data for the indicators in the project's Monitoring and Evaluation Plan.

Quarterly reports will include a section that describes what activities or steps have been taken during the quarter to effectively coordinate, collaborate and share information with other USAID, USG and non-USG partners.

The Recipient will be required to submit technical reports, in English to USAID's Development Experience Clearinghouse through the public-facing and searchable https://dec.usaid.gov/ through e-mail (docsubmit@usaid.gov), or through the U.S. Postal Service delivery to the following address:

USAID Development Experience Clearinghouse
M/CIO/ITSD/KM
Ronald Reagan Building M. 01
U.S. Agency for International Development
Washington, DC 20523

V1.5.1.c Annual Reports

The Recipient will submit Annual Reports to USAID/Guatemala in English (3 originals and 1 electronic copy) by October 31 of the year covered. By September 30 of the year covered, the Recipient will be requested to submit preliminary Annual Reports and will be reviewed by USAID Guatemala as part of the process of reviewing and approving Annual Work Plans. Annual Reports will describe:

1. The extent to which objectives and targets contained in the Annual Work Plan have been achieved;
2. Highlights of major achievements during the year;
3. Significant implementation problems encountered during the year and progress toward achievement of results;

4. Actions taken to resolve problems;

5. Performance measures, indicators and benchmarks, tied to the Annual Work Plan and the Monitoring and Evaluation Plan targets, for the quarter and the entire previous fiscal year;

6. Present data and relevant analysis on the evaluation questions identified in the Monitoring and Evaluation Plan;

7. Include a summary of lessons learned, observations and recommendations that might be relevant to programming, design and implementation of similar or follow-on activities; and

8. Environmental compliance required as indicated in the USAID Environmental Threshold Decision.

The Annual Report shall consolidate data from project M&E indicators in the previous quarterly reports in order to present annual totals with a comparison with expected targets.

The annual reports shall include success stories for publication.

Annual Reports are not to exceed 50 pages in length, including an Executive Summary not to exceed 5 pages in length. A Spanish version of the Executive Summary will also be provided. Additional supporting information may be included in Annexes to the report.

V1.5.1.d Monitoring and Evaluation (M&E) Plan and Reports
A comprehensive Monitoring and Evaluation Plan (M&E plan) must be submitted for approval to the AOR 30 calendar days after the approval of the Annual Work, covering the complete award period. The plan shall be prepared in English and submitted in hard copy to the AOR and in electronic form to other USAID administrative staff as indicated by USAID upon signature of the award. Approval or request for modifications will be within 15 calendar days, thereafter. The Recipient will then have 15 calendar days to incorporate the modifications and resubmit the plan for final approval. Approval will be within 15 calendar days.

The M&E plan should include indicators for all expected results. Annual targets (and quarterly benchmarks, as appropriate) for each indicator will also be included in the M&E plan. The M&E plan must: be rigorous; take into consideration the criteria of integrity, precision, reliability and timeliness; and in the case of at least one indicator per expected result, explain how these criteria are met. The M&E plan must be consistent with the USAID Guatemala Citizen Security M&E plan, which includes some key indicators to measure the overall impact of the project. This document will be made available to the Recipient after award signature.

The resulting Recipient will be expected to develop and incorporate output, outcome, and impact indicators in the project that will provide USAID with a clear vision of the impact of USAID-funded activities. In addition, the resulting Recipient should propose a set of questions that it will guide its own evaluation efforts and present relevant data, analysis and results in the annual reports.

The M&E plan must clearly indicate the data gathering methodology, instruments, timeframe and other relevant elements of the evaluation system, as required in the USAID performance indicator reference sheet. Indicators will be disaggregated by gender, ethnicity and age wherever possible. This will be the core information for all monitoring and evaluation exercises. To complement this information, additional data, assessments, relevant anecdotes and comments should contextualize the indicators when reported.
Recipient performance will be evaluated on the basis of the M&E plan and targets met.

The Recipient must submit to the AOR a comprehensive Annual Monitoring and Evaluation Plan 30 calendar days after the end of the reporting period. The first M&E plan shall cover the period from the signature of the Agreement through the end of fiscal year 2015. Subsequent plans shall cover the period of October 1st to September 30th. Besides the submission of the hard copy and electronic versions described above, the Recipient must organize a presentation of this plan to the AOR and other USAID staff, which will take place at the same meeting organized for the Annual Work Plan presentation (usually in October of each year as agreed with the AOR). The purpose of these presentations is for the Recipient to show the results of its M&E plan and to demonstrate that the Work Plan for the following year is consistent with the results and findings of the M&E plan.

The Recipient must include the following required indicator to measure activities financed with Education Earmarked funds: "*Proportion of students, who, by the end of two grades of primary schooling demonstrate that they can read and understand the meaning of grade level text*". The following indicator may also be added to the M&E plan, in consultation with the AOR to measure Education Earmarked funds: "*Number of learners enrolled in secondary schools or equivalent non-school based settings with USG support.*"

The following indicator is also required under this agreement: "*Number of people reached by a USG funded intervention providing GBV services (e.g., health, legal, psycho-social counseling, shelters, hotlines, other*)." USAID Guatemala will provide the Recipient with applicable definitions for the indicators mentioned under this section.

Subject to prior discussion with USAID, the Recipient may hire an independent firm to collect information as needed to implement its M&E plan

VI.5.1.e Weekly Highlights and Success Stories
The Recipient should submit input for USAID Guatemala's Weekly Activity Report (WAR) to the AOR and occasional "success stories" for publication by USAID. USAID can provide the format of the WAR.

VI.5.1.f Final Performance Report
A final performance report in English is required within 90 days of the expiration of the Cooperative Agreement. The final performance report shall be presented in English. Two hard copies and an electronic version (Microsoft Word preferred). The final performance report

should include a description of the activity, the accomplishments, successes achieved, and lessons learned during the Agreement period in terms of the expectations of activity design and changes in the project environment as well as any shortcomings and/or difficulties encountered; an assessment of the progress towards achievement of the objectives or results, including gender aspects, and reasons why expected results were not met, if appropriate; a summary of performance indicators used and an assessment of their relative usefulness. The final report shall include a summary of lessons learned and recommendations that might be relevant to programming, design and implementation of similar or follow-on activities, as well as pertinent information related to the financial status of the Project.

It also must include a list of all publications, evaluations and media products that were sent to the USAID DEC during the life of the Agreement. The Recipient will be required to submit technical reports, in English to Development Experience Clearinghouse through the public-facing and searchable https://dec.usaid.gov/ through e-mail (docsubmit@usaid.gov), or through the U.S. Postal Service delivery.

VI.5.1.g Financial Reporting
Quarterly financial reports shall be submitted by the Recipient along with its Performance Report, providing actual information on expenditures through the reporting quarter, as well as estimated costs for the following reporting period.

In quarterly financial and accrual reporting, the Recipient will be required to register and report separately on different funding sources contributing to this Project (i.e., Central America Regional Security Initiative –CARSI-, Education Earmark, and/or any other source of funding as applicable).

(1) The Recipient must submit the Federal Financial Form (SF-425) on a quarterly basis via electronic format to the Agreement Officer's Representative (AOR) and the Agreement Officer.

Electronic copies of the SF-425 can be found at
http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf

Line item instructions for completing the SF-425 can be found at:
http://www.whitehouse.gov/omb/grants/standard_forms/ffr_instructions.pdf

Financial reports will also show the total amount of funds (cash a/o in-kind) leveraged and executed, each quarter and each fiscal year.

VI.5.1.h Required Reports for Earmarked Funds
Due to earmarked funding, the Recipient shall provide input for required Congressional reports, Operational Plans, and the Annual Performance Plan and Report, as requested by the AOR. Thus, in additional to the requirements above, Education Earmarked funds shall be exclusively used **for the purposes indicated the Project Description and as detailed in the Quarterly Reports Section.** Financial summaries, including expenditures and pipeline analysis of these funds shall be included in Quarterly Performance Reports.

VI.5.1.i Accrual Reports
The Recipient shall submit an estimated accrual report including the following information: (i) agreement number; (ii) recipient's name; (iii) total amount obligated; (iv) total amount invoiced for; (v) total amount expended but not yet invoiced for; (vi) remaining unexpended funds; (vii) estimated completion date; (viii) any pertinent information, such as analysis, projections for the next quarter, and an explanation of costs increases or underestimation of original costs. The accruals report shall be presented in English to the AOR and other designated administrative staff, on a quarterly basis (15 days previous to the close of each fiscal year quarter) in the format to be provided to the Recipient upon award signature.

VI.5.1.j Procurement Plan
The Recipient shall submit a Procurement Plan along with Annual Work Plans. The Procurement Plan shall contain the following:

1. Specifications and the estimated cost of all non-expendable supplies and equipment expected to be purchased in the coming fiscal year;

2. An explanation of the intended use of each item; and

3. The source of the commodities to be purchased.

VI.6 VALUE ADDED TAX

Adherence to IVA program is a requirement for the prime recipient and for any sub-awardees; exemption Procedures will be provided to the Recipient soon after award. Use of EXENIVA form is authorized only for official project related procurement.

Use of IVA exemption form is authorized for project related procurement. USAID will support the clearance of official project vehicles. These vehicles will be cleared free of duty and IVA and will be titled to USAID/Guatemala with MI license plates.

VI.7 PARTICIPANT TRAINING

For all training activities financed under this cooperative agreement and conducted in-country, in the U.S., or in a third country, the recipient must comply with Automated Directives system (ADS) Chapter 253 and other USAID/Guatemala specific policies and procedures (i.e., Mission Order 253) governing the effective, efficient planning, design, and implementation of such training programs. The Recipient shall also be responsible for entering training information into the TraiNet database on a quarterly basis. Each quarterly report will include a confirmation that this requirement has been met.

For all project-funded trips to the United States, the recipient shall follow the guidelines included in ADS 252.

VI.8 USE OF PROJECT VEHICLES

In accordance with USAID policy, all vehicles shall be used only for the purpose of work concerning project objectives. Use of vehicles acquired under this cooperative agreement for private use is not authorized. At no time shall a project vehicle be used for home-office transportation and all project vehicles shall be parked in a secure area overnight, preferably at field office sites.

Recipient agrees that, in the event any vehicle financed by USAID for use by Recipient in conducting activities under this instrument is registered in the name of the U.S. Government, it will be the responsibility of recipient to indemnify and hold the U.S. Government harmless from any damages or liability assessed against it because of the negligence of recipient or its agents or employees.

The recipient must be responsible to follow USAID/Guatemala requirements to return MI plates of project vehicles as part of the closeout process.

VI.9 RECIPIENT'S STAFF SUPPORT, ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS AND LEGAL REGISTRATION IN THE COOPERATING COUNTRY

In accordance with Standard Provision entitled "Regulations Governing Employees", the Recipient shall be responsible for all administrative support and logistics required to fulfill the requirements of this Agreement. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

In addition, the recipient is responsible to comply with all applicable local laws regarding fringe benefits for its local employees, local business operations, including but not limited to the registration of its offices in the local country, etc.

VI.10 STANDARD PROVISIONS

The following Standard Provisions will apply to the resulting award:

- **U.S. organizations** - Standard Provisions for U.S. Nongovernmental Recipients - Attachment No. 3
- **Non-U.S. organizations** - Standard Provisions for Non-U.S., Nongovernmental Recipients - Attachment No. 4

[END OF SECTION VI]

SECTION VII – AGENCY CONTACTS

The Agreement Officers for this Award are:

USAID/El Salvador
Natalie J. Thunberg
Regional Agreement Officer
nthunberg@usaid.gov

USAID/Guatemala
Dion L. Glisan
Agreement Officer
guatemalaproposals@usaid.gov

[END OF SECTION VII]

Certifications, Assurances, Other Statements of the Recipient and Solicitation Standard Provisions (June 2012)

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 must 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.

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 must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must 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 must 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 willll 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** http://sdnsearch.ofac.treas.gov, which is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC), or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: **http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm**.

c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification-

a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

b. "Terrorist act" means-

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: **http://untreaty.un.org/English/Terrorism.asp**); or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources must 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 will 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.

Request for Application 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 Requests for Application (RFAs) 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.)

<u>Survey on Ensuring Equal Opportunity for Applicants</u>

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) Unless otherwise specified in the solicitation using an application exemption, 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 e-mail Dun and Bradstreet at globalinfo@dbisma.com to obtain the location and phone number of the local Dun and Bradstreet Information Service office.

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

DUNS: ________________________

4. Letter of Credit (LOC) Number

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

LOC: ________________________

5. Procurement Information

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

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

$___________________________

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

TYPE/DESCRIPTION(Generic) ______________________________
QUANTITY ______________________________
ESTIMATED UNIT COST ______________________________

(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 int eh 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, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source. 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 ________________________________

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

Part VI – Standard Provisions for Solicitations

1. Branding Strategy - Assistance (June 2012)

a. Applicants recommended for an assistance award must submit and negotiate a "Branding Strategy," describing how the program, project, or activity is named and positioned, and how it is promoted and communicated to beneficiaries and host country citizens.

b. The request for a Branding Strategy, by the Agreement Officer from the applicant, confers no rights to the applicant and constitutes no USAID commitment to an award.

c. Failure to submit and negotiate a Branding Strategy within the time frame specified by the Agreement Officer will make the applicant ineligible for an award.

d. The applicant must include all estimated costs associated with branding and marking USAID programs, such as plaques, stickers, banners, press events, materials, and so forth, in the budget portion of the application. These costs are subject to the revision and negotiation with the Agreement Officer and will be incorporated into the Total Estimated Amount of the grant, cooperative agreement or other assistance instrument.

e. The Branding Strategy must include, at a minimum, all of the following:

(1) All estimated costs associated with branding and marking USAID programs, such as plaques, stickers, banners, press events, materials, and so forth.

(2) The intended name of the program, project, or activity.

(i) USAID prefers to have the “USAID Identity,” comprised of the USAID logo and brandmark, with the tagline “from the American people” as found on the USAID Web site at transition.usaid.gov/branding, included as part of the program or project name.

(ii) USAID prefers local language translations of the phrase “made possible by (or with) the generous support of the American People” next to the USAID Identity when acknowledging contributions.

(iii) It is acceptable to cobrand the title with the USAID Identity and the applicant's identity.

(iv) If branding in the above manner is inappropriate or not possible, the applicant must explain how USAID's involvement will be showcased during publicity for the program or project.

(v) USAID prefers to fund projects that do not have a separate logo or identity that competes with the USAID Identity. If there is a plan to develop a separate logo to consistently identify this program, the applicant must attach a copy of the proposed logos.

(3) The intended primary and secondary audiences for this project or program, including direct beneficiaries and any special target segments.

(4) Planned communication or program materials used to explain or market the program to beneficiaries.

(i) Describe the main program message.

(ii) Provide plans for training materials, posters, pamphlets, public service announcement, billboards, Web sites, and so forth, as appropriate.

(iii) Provide any plans to announce and promote publicly this program or project to host country citizens, such as media releases, press conferences, public events, and so forth. Applicant must incorporate the USAID Identity and the message, "USAID is from the American People."

(iv) Provide any additional ideas to increase awareness that the American people support this project or program.

(5) Information on any direct involvement from host-country government or ministry, including any planned acknowledgement of the host-country government.

(6) Any other groups whose logo or identity the applicant will use on program materials and related materials. Indicate if they are a donor or why they will be visibly acknowledged, and if they will receive the same prominence as USAID.

e. The Agreement Officer will consider the Branding Strategy's adequacy in the award criteria. The Branding Strategy will be reviewed to ensure the above information is adequately included and consistent with the stated objectives of the award, the applicant's cost data submissions, and the performance plan.

f. If the applicant receives an assistance award, the Branding Strategy will be included in and made part of the resulting grant or cooperative agreement

(END OF PROVISION)

2. Marking Plan – Assistance (June 2012)

a. Applicants recommended for an assistance award must submit and negotiate a "Marking Plan," detailing the public communications, commodities, and program materials, and other items that will visibly bear the "USAID Identity," which comprises of the USAID logo and brandmark, with the tagline "from the American people." The USAID Identity is the official marking for the Agency, and is found on the USAID Web site at http://transition.usaid.gov/branding.

b. The request for a Marking Plan, by the Agreement Officer from the applicant, confers no rights to the applicant and constitutes no USAID commitment to an award.

c. Failure to submit and negotiate a Marking Plan within the time frame specified by the Agreement Officer will make the applicant ineligible for an award.

d. The applicant must include all estimated costs associated with branding and marking USAID programs, such as plaques, stickers, banners, press events, materials, and so forth, in the budget portion of the application. These costs are subject to the revision and negotiation with the Agreement Officer and will be incorporated into the Total Estimated Amount of the grant, cooperative agreement or other assistance instrument.

e. The Marking Plan must include all of the following:

(1) A description of the public communications, commodities, and program materials that the applicant plans to produce and which will bear the USAID Identity as part of the award, including:

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

(ii) 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;

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

(iv) It is acceptable to cobrand the title with the USAID Identity and the applicant's identity.

(v) 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.

(2) A table on the program deliverables with the following details:

(i) The program deliverables that the applicant plans to mark with the USAID Identity;

(ii) The type of marking and what materials the applicant will use to mark the program deliverables;

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

(iv) What program deliverables the applicant does not plan to mark with the USAID Identity, and

(v) The rationale for not marking program deliverables.

(3) Any requests for an exemption from USAID marking requirements, and an explanation of why the exemption would apply. The applicant may request an exemption if USAID marking requirements would:

(i) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials. The applicant must identify the USAID Strategic Objective, Interim Result, or program goal furthered by an appearance of neutrality, or state why an aspect of the award is presumptively neutral. Identify by category or deliverable item, examples of material for which an exemption is sought.

(ii) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent. The applicant must explain why each particular deliverable must be seen as credible.

(iii) Undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications. The applicant must explain why each particular item or product is better positioned as host-country government item or product.

(iv) Impair the functionality of an item. The applicant must explain how marking the item or commodity would impair its functionality.

(v) Incur substantial costs or be impractical. The applicant must explain why marking would not be cost beneficial or practical.

(vi) Offend local cultural or social norms, or be considered inappropriate. The applicant must identify the relevant norm, and explain why marking would violate that norm or otherwise be inappropriate.

(vii) Conflict with international law. The applicant must identify the applicable international law violated by the marking.

f. The Agreement Officer will consider the Marking Plan's adequacy and reasonableness in the award criteria, and will approve and disapprove any exemption requests. The Marking Plan will be reviewed to ensure the above information is adequately included and consistent with the stated objectives of the award, the applicant's cost data submissions, and the performance plan.

g. If the applicant receives an assistance award, the Marking Plan, including any approved exemptions, will be included in and made part of the resulting grant or cooperative agreement, and will apply for the term of the award unless provided otherwise.

(END OF PROVISION)

3. Conscience Clause Implementation (Assistance) – Solicitation Provision (February 2012)
Not Applicable.

MARKING PLAN (for illustrative purposes only)

Public Communications Materials Produced *	Type of Branding/Marking					Where (on the material)					When (in Work Plan)
	Verbal	Visual			Textual	Order **	Placement				
	Name of Program Mention in speeches, worlds of thanks, radio/TV spots, press	Identity	Identity Sub-brand	Disclaimer	Name of Program Articles, success stories, reports, publications, studies, certificates	In relation to logos of other actors, partners, counterparts	Top Left, Front	Bottom Left, Front	Back cover—where?	Beginning, Middle, End of media spot (TV, radio)	
1. Project Materials (promotional, informational, educational, media products—print, audio, visual, including Websites, press releases, success stories, etc.)											
2. Project Sites (physical in nature, includes visible infrastructure)											
3. Documents, Publications, Studies, Reports, Papers, Technical Assistance											
4. Events (training courses, inaugurations, conferences, fairs, seminars, press conferences, seminars and other public activities)											
5. Commodities and Equipment (computers, cars, food bags, desks, chairs, etc.)											

* Consult ADS 320 and Standard Provision "Marking And Public Communications Under USAID-Funded Assistance" for further description.

** USAID prefers to be first in logo line up whenever possible.

Standard Provisions for U.S. Nongovernmental Organizations

A Mandatory Reference for ADS Chapter 303

Partial Revision Date: 08/22/2013
Responsible Office: M/OAA/P
File Name: 303maa_082213

Standard Provisions for U.S. Nongovernmental Organizations

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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 (AUGUST 2013)

a. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those 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 subawards and contracts issued under this award.

[END OF PROVISION]

M13. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (AUGUST 2013)

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. The recipient must implement the requirements of this provision following the approved Marking Plan in the award.

c. 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.

d. 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."

e. 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."

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

g. 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.

h. 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.

i. 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 (AUGUST 2013)

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 reasonable charges normally allowed by the recipient in its regular operations as the result of the recipient organization's written travel policy and are within the limits established by the applicable cost principles.

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]

M. 22 LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

APPLICABILITY: *In accordance with the policy at ADS 303.3.30, AOs must include this provision in all solicitations and awards. When no construction activities are contemplated under the award, the AO must insert "*Construction is not eligible for reimbursement under this award*" in section d) of this provision. If the award permits construction activities based on the policy above (or as authorized by waiver), the AO must insert the description and location(s) of the specific construction activities in section d) of this provision. The AO must not make a general reference to the Program Description. The AO must also ensure that there is a specific line item for construction activities in the award budget.*

LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.

b) Construction means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.

c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.

d) Description
[*Type of construction and location(s)*]

e) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

Required As Applicable

Standard Provisions for U.S. Nongovernmental Organizations

The following Standard Provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the Standard Provision. When a Standard Provision is determined to be applicable in accordance with the applicability statement, the use of such Standard Provision is mandatory unless a deviation has been approved in accordance with ADS Chapter 303.3.4. Do not include a "required as applicable" provision in the award if the applicability statement does not require it.

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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. COST SHARING (MATCHING) (FEBRUARY 2012)

APPLICABILITY: *This provision, along with 22 CFR 226, is applicable when the recipient has agreed or is required to cost share or provide a matching share.*

COST SHARING (MATCHING) (FEBRUARY 2012)

a. If at the end of any funding period, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID incremental funding in the following funding period. If the award has expired or has been terminated, the Agreement Officer may require the recipient to refund the difference to USAID.

b. The source and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

[END OF PROVISION]

RAA10. 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.*

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]

RAA11. 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]

RAA12. 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 M/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 M/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]

RAA13. 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]

RAA14. 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]

RAA15. 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: http://www.usaid.gov/sites/default/files/documents/1864/CondomSTIIssueBrief.pdf.

The prime recipient must flow this provision down in all subawards, procurement contracts, or subcontracts.

[END OF PROVISION]

RAA16. 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]

RAA17. 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]

RAA18. 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]

RAA19. 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]

RAA20. 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]

RAA21. 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]

RAA22. 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]

RAA23. 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]

RAA24. 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]

RAA25. ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUGUST 2013)

APPLICABILITY: *This provision must be included in solicitations and awards that require the recipient (or recipient employees) to have routine physical access to USAID-controlled facilities in the U.S. (i.e., will need an ID for regular entry to USAID space), or have logical access to USAID's information systems (i.e., access to AIDNet, Phoenix, GLAAS, etc). Only U.S citizen employees or consultants of a U.S.-based organization may request routine physical access to USAID-controlled facilities or logical access to USAID's information systems.*

ACCESS TO USAID FACILITIES AND USAID's INFORMATION SYSTEMS (AUGUST 2013)

a. A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S organization may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to carry out this award and in accordance with this provision. The recipient's employees, consultants, or volunteers who are not

U.S. citizen as well as employees, consultants, or volunteers of non-U.S. organizations, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).

b. Before a U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of the recipient, subrecipient or contractor at any tier may obtain a USAID ID (new or replacement) authorizing the individual routine access to USAID facilities in the United States, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form. One identity source document must be a valid Federal or State government-issued picture ID. The recipient must contact the USAID Office of Security to obtain the list of acceptable forms of documentation. Submission of these documents, and related background checks, are mandatory in order for the individual to receive a building access ID, and before access will be granted to any of USAID's information systems. All such individuals must physically present these two source documents for identity proofing at their Security Briefing. All individuals provided access under this provision must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the recipient or completion of the award, whichever occurs first.

c. Individuals engaged in the performance of this award as an employee, consultant, or volunteer of the recipient must comply with all applicable Homeland Security Policy Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described above, as well as any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any HSPD-12 procedures established by the Office of Security in USAID/Washington.

d. The recipient is required to include this provision in all subagreements, including subawards and contracts, at any tier made to a U.S. organization/company, that require employees or consultants engaged in the performance of this award to have routine physical access to USAID facilities or logical access to USAID's information systems in order to perform this award.

[END OF PROVISION]

[END OF STANDARD PROVISIONS]

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Standard Provisions for Non-U.S. Nongovernmental Organizations

A Mandatory Reference for ADS Chapter 303

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Standard Provisions for Non-U.S. Nongovernmental Organizations

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MANDATORY STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL ORGANIZATIONS

M1. ALLOWABLE COSTS (JUNE 2012)

a. The recipient will be reimbursed for costs incurred in carrying out the purposes of this award in accordance with the terms of this award and the applicable cost principles in effect on the date of this award. The recipient may obtain a copy of the applicable cost principles from the Agreement Officer (AO):

   2 CFR 230 – **Cost Principles for Non-Profit Organizations (OMB Circular A-122)**

   2 CFR 220 – **Cost Principles for Educational Institutions (OMB Circular A-21)**

   48 CFR 31.2 Federal Acquisition Regulations (FAR) and 48 CFR 731.2 USAID Acquisition Regulations (AIDAR) - **Cost Principles for Commercial Organizations**

b. It is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable cost principles, meaning the costs are (1) reasonable: costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business; (2) allocable: incurred specifically for this award; and (3) allowable: conform to any limitations in this award. The recipient must obtain any prior written approvals from the AO that are required by the applicable cost principles. The recipient may obtain the AO's written determination on whether specific costs not clearly addressed in the applicable cost principles are allowable or allocable. The AO reserves the right to make a final determination on the allowability of costs.

c. USAID will not pay any profit or fee to the recipient or subrecipients of a grant or cooperative agreement. This restriction does not apply to procurements under this award made in accordance with Standard Provision, "Procurement Policies."

d. The recipient must retain documentation to support charges to this award for a period of three years from the date of submission of the final expenditure report in accordance with the Standard Provision, "Accounting, Audit, and Records."

e. This provision must be incorporated into all subagreements, including subawards and contracts, which are paid on a cost reimbursement basis.

[END OF PROVISION]

M2. ACCOUNTING, AUDIT, AND RECORDS (JUNE 2012)

a. Records and Accounting. The recipient must maintain financial records, supporting documents, statistical records and all other records, to support performance of, and charges to, this award. Such records must comply with accounting principles generally accepted in the U.S., the cooperating country, or by the International Accounting Standards Board (a subsidiary of the International Financial Reporting Standards Foundation). Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under this award; receipt and use of goods and services acquired under this award; the costs of the program supplied from other sources; and the overall progress of the program. Unless otherwise notified by USAID, the recipient records and subrecipient records that pertain to this award must be retained for a period of three years from the date of submission of the final expenditure report.

b. Audits.

(1) The recipient must have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General, for any recipient fiscal year in which the recipient expends a combined total of $300,000 or more in all USAID awards, either directly or through another USAID contractor or recipient, excluding fixed price contracts and fixed obligation grants.

(i) The audit report must be submitted to USAID within 30 days after receipt of the auditor's report, but no later than nine months after the end of the period audited.

(ii) The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. USAID will only pay for the cost of audits conducted in accordance with the terms of this award.

(iii) In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all, or a percentage of, disbursements until the audit is satisfactorily completed.

(2) The recipient is not required to have an annual audit for any recipient fiscal year in which the recipient expends a combined total of less than $300,000 in all USAID awards, either directly or through a prime contractor or recipient, excluding fixed price contracts and fixed obligation grants. However, the recipient must make records pertaining to this award

for that fiscal year available for review by USAID officials or their designees upon request.

(3) USAID retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds, regardless of the audit requirement.

c. Subawards and Contracts.

(1) If the recipient provides USAID resources to other organizations to carry out the USAID-financed program and activities, the recipient is responsible for monitoring such subrecipients or contractors. The costs for subrecipient audits for organizations that meet the threshold in paragraph b. are allowable. The costs for subrecipient audits for organizations that do not meet the threshold in paragraph b. are allowable only for the following types of compliance audits: activities allowed or unallowed; allowable costs/cost principles; eligibility; cost share; level of effort; earmarking; and reporting.

(2) This provision must be incorporated in its entirety into all subawards and contracts with non-U.S. organizations that are for more than $10,000. Subawards of grants and cooperative agreements made to U.S. organizations must state that the U.S. organization is subject to the audit requirements contained in OMB Circular A-133.

[END OF PROVISION]

M3. AMENDMENT OF AWARD AND REVISION OF BUDGET (AUGUST 2013)

a. 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.

b. In addition to other approvals required in this award, the recipient must receive prior written approval from the AO to:

(1) Change the scope or the objectives of the program, and/or revise the total award amount or the period of the award (amendment required);

(2) Receive an additional obligation of USAID funds in excess of the amount currently obligated (amendment required);

(3) Change key personnel, if specified in the award;

(4) Permit the absence of more than three months from, or a 25 percent reduction in time devoted to, the award by the principal project leader approved for the award;

(5) Transfer funds from the indirect cost line item to absorb increases in direct costs, or vice versa;

(6) Obtain reimbursement for costs that require prior approval in accordance with the Standard Provision, “Allowable Costs”;

(7) Transfer funds allotted for training allowances (direct payment to trainees) to other cost categories;

(8) Transfer funds allotted for construction activities (as defined in the Mandatory Provision entitled, “Limiting Construction Activities”) to other cost categories, or vice versa;

(9) Subaward or contract any work under this award, if such subawards or contracts were not described in this award and funded in the approved budget. This does not apply to the purchase of supplies, material, equipment, or general support services; or

(10) If specified in this award, transfer funds among direct cost categories, or programs, functions, and activities listed in the award budget, when the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total award amount, as last approved by the AO.

c. Failure by the recipient to obtain the approvals required above, or elsewhere in this award, may result in the AO disallowing such costs. USAID is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under this award. If the total obligated amount under this award has been increased, the AO will notify the recipient of the increase and specify the new total obligated amount by written amendment to the award.

[END OF PROVISION]

M4. 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]

M5. PROCUREMENT POLICIES (JUNE 2012)

The recipient must use its own procurement policies and procedures for the procurement of commodities and services necessary for this award, provided they conform to the requirements listed below and the Standard Provision, "USAID Eligibility Rules for Procurement of Commodities and Services." A procurement is not a subaward, which is an award of financial assistance to carry out the purposes of the program in the form of money, or property in lieu of money, made under an award by a recipient to an eligible subrecipient or by a subrecipient to a lower tier subrecipient. If subawards are authorized under this award, then the recipient must comply with the Standard Provision "Subawards."

a. Procurement Policies and Procedures. The recipient must maintain and conduct all of its procurements according to written policies and procedures for the award and administration of contracts, and ensure that the price is fair and reasonable for all procurements. The recipient may designate a reasonable micro-purchase threshold (e.g., $2,500) under which more simplified acquisition procedures may apply. The recipient's procurement procedures must provide, at a minimum:

(1) Procurements above the recipient's micro-purchase threshold must be conducted in a manner to provide fair and unbiased competition, including the following:

(i) All responsible sources are permitted to compete in an equal manner.
(ii) Purchase requests must clearly establish all requirements that the bidder or offeror must fulfill in order to be evaluated by the recipient.
(iii) Contracts must be made to the offeror whose offer is responsive to the purchase request and has the most advantageous price, quality, and other factors.
(iv) The recipient is encouraged to use U.S. small businesses whenever practicable.

(2) Where appropriate, the recipient must determine the most economical and practical means by which to accomplish program objectives, including the necessity of the commodities or services, lease or purchase options, and reasonableness of costs.

(3) The recipient must maintain a system for contract administration to ensure that goods and services are provided in accordance with the terms,

conditions, and specifications of the contract, including full and timely delivery and performance.

(4) Conflicts of Interest. The recipient must avoid conflicts of interest, including bias and unfair competitive advantage. The recipient's standards of conduct must provide for disciplinary actions for violations of such standards by officers, employees, or agents of the recipient.

(i) Bias. The recipient must ensure that competitions are not biased in favor of one offeror over another. For instance, the recipient, an employee, officer or agent of the recipient, or any member of an employee's immediate family must not receive an award, or have a financial or other interest in the individual or firm selected for an award. The officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. In addition, a contractor that develops or drafts specifications, requirements, statements of work, invitations for bids, and/or requests for proposals must be excluded from competing for such procurements.

(ii) Unfair Competitive Advantage. The recipient must ensure that no potential contractor has unequal access to information that may provide that contractor an unfair competitive advantage. For instance, a potential contractor who has received procurement sensitive information, such as others' offered prices that are not available to all competitors must be excluded from the competition.

(4) The recipient must retain all procurement records related to this award in accordance with the Standard Provision, "Accounting, Audit and Records," and make such records available to USAID upon request. In addition, for awards above the recipient's micro-purchase threshold, the recipient must also retain the following written documentation:

(i) Basis for contractor selection;
(ii) Justification for lack of competition when competitive bids or offers are not obtained; and
(iii) Basis for award cost or price.

(5) The type of procurement instruments used (for example, fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts) must be appropriate for the particular procurement and for promoting the best interest of the program or project. The recipient must not use a "cost-plus-a-percentage-of-cost," "percentage of construction cost," or any other method that provides for a fee payable as a percentage of costs incurred, because such arrangements encourage the contractor to increase costs to increase its fee.

b. For contracts under this award, the recipient must include all provisions required by this award to be included in contracts, any other provisions necessary to define a sound and complete contract, and the following provisions:

(1) Contracts in excess of the recipient's micro-purchase threshold must contain provisions that allow for administrative, contractual, or legal remedies if a contractor violates the contract terms; and

(2) In all contracts for construction or facility improvement awarded for more than $100,000, the recipient must observe generally accepted bonding requirements.

[END OF PROVISION]

M6. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES 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 and Suspension" 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 **ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID**.

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]

M7. TITLE TO AND USE OF PROPERTY (JUNE 2012)

a. Title to all Property financed under this award vests in the recipient upon acquisition unless otherwise specified in this award.

b. Property means equipment, supplies, real property, and intangible property, each defined individually below, financed under this award or furnished by USAID:

(1) Equipment means tangible nonexpendable personal property having a useful life of more than one year, and an acquisition cost of $5,000 or more per unit. However, consistent with the recipient’s policy, lower limits may be established.

(2) Supplies means tangible personal property excluding equipment.

(3) Real Property means land, including land improvements, structures and appurtenances, including permanent fixtures.

(4) Intangible Property includes, but is not limited to, intellectual property, such as trademarks, copyrights, patents and patent applications, and debt instruments, such as bonds, mortgages, leases or other agreements between a lender and a borrower.

c. The recipient agrees to use and maintain all Property for the purpose of this award in accordance with the following procedures:

(1) The recipient must use the Property for the program for which it was acquired during the period of this award, and must not provide any third party a legal or financial interest in the property (e.g., through a mortgage, lien, or lease) without approval of USAID.

(2) When the Property is no longer needed for the program for which it was acquired during the period of this award, the recipient must use the Property in connection with its other activities, in the following order of priority:

(i) Activities funded by USAID, then
(ii) Activities funded by other United States Government (USG) agencies, then
(iii) As directed by the Agreement Officer (AO).

d. The recipient must maintain the Property in good condition, have management procedures to protect the Property, and maintain an accurate inventory of all Property. Maintenance procedures must include the following:

(1) Accurate description of the Property, including serial number, model number, or other identifying number, acquisition date and cost, location and condition, and data on the disposition of any Property (date of disposition, sales price, method used to determine current fair market value, etc.), as applicable.

(2) A physical inventory of Property that must be taken, and the results reconciled with the equipment records, at least once every two years during the period of this award.

(3) A control system must be in effect to maintain the Property and ensure adequate safeguards to prevent loss, damage, or theft of the Property. The recipient must maintain appropriate insurance equivalent to insurance

the recipient maintains for its own property. Any loss, damage, or theft must be investigated and fully documented, and the recipient must promptly notify the AO. The recipient may be liable where insurance is not sufficient to cover losses or damage.

e. Upon completion of this award, the recipient must submit to the AO a property disposition report of the following types of Property, along with a proposed disposition of such Property.

(1) All equipment that has a per unit current fair market value at the end of this award of $5,000 or more.

(2) New/unused supplies with an aggregate current fair market value at the end of this award of $5,000 or more.

(3) Real or intangible property, of any value.

f. The recipient must dispose of Property at the end of this award in accordance with the recipient's property disposition report, unless the AO directs the recipient in writing within 60 days of the AO's receipt of the recipient's property disposition report to dispose of the Property in a different manner. Disposition may include the following:

(1) The recipient may retain title with no further obligation to USAID.

(2) The recipient may retain title, but must compensate USAID for the USAID share, based on the current fair market value of the Property.

(3) The recipient may be directed to transfer title to USAID or a third party, including another implementing partner or the host country government. In such case, the recipient will be compensated for its proportional share of the Property that the recipient financed with its own funds, if any, based on the current fair market value of the Property.

g. The AO may direct, at any time during this award, that title to the Property vests in the USG or a third party, such as the cooperating country. In such cases, the recipient must maintain custody and control of the Property, until directed otherwise, and must allow reasonable access to the Property to the title holder. While in its custody and control, the recipient must follow the provisions above for protection and maintenance of the Property, and provide the AO with an annual inventory of such Property and follow any additional instructions on protection and maintenance as may be provided by the AO.

h. This provision must be included in all subagreements, including subawards and contracts.

[END OF PROVISION]

M8. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (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. Rights in Data

1) Data means recorded information, regardless of the form or the media on which it may be recorded, including technical data and computer software,

and includes Intellectual Work, defined in a. above.

2) Unless otherwise provided in this provision, the recipient may retain the rights, title and interest to Data that is first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

c. Copyright. The recipient may copyright any books, publications or other copyrightable materials first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive, and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

d. The recipient will provide the U.S. Government, on request or as otherwise provided in this award, a copy of any Data or copyrighted material to which the U.S. Government has rights under paragraphs b. and c. of this provision. The U.S. Government makes no representations or warranties as to title, right to use or license, or other legal rights or obligations regarding any Data or copyrighted materials.

[END OF PROVISION]

M9. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (AUGUST 2013)

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 **transition.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. The recipient must implement the requirements of this provision following the approved Marking Plan in the award.

c. 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.

d. 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."*

e. 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.”*

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

g. 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.

h. 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.

i. 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]

M10. AWARD TERMINATION AND SUSPENSION (JUNE 2012)

a. The recipient or Agreement Officer (AO) may terminate this award at any time, in whole or in part, upon written notice to the other party in accordance with the Standard Provision, "Notices." The termination notice must contain the reason(s) for the termination; the effective date; and, in the case of a partial termination, the portion to be terminated.

b. USAID may suspend this award, in whole or in part, at any time, following notice to the recipient, and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension.

c. In the event the recipient or any of its employees, subrecipients, or contractors are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140, USAID reserves the right to terminate this award, in whole or in part, or take any other appropriate measures including, without limitation, refund or recall of any award amount. Additionally, the recipient must make a good-faith effort to maintain a drug-free workplace and USAID reserves the right to terminate or suspend this award if the recipient materially fails to do so.

d. Termination and Suspension Procedures. Upon receipt of, and in accordance with, a termination or suspension notice from USAID as specified above, the recipient must take immediate action to minimize all expenditures and, in the event of termination, cancel all obligations financed by this award to the greatest extent possible. Except as provided in this provision or as approved in writing by the AO, the recipient is not entitled to costs incurred after the effective date of termination.

e. Within 30 calendar days after the effective date of such termination, the recipient must repay to the U.S. Government all unexpended USAID funds as of the effective date of termination, which are not otherwise obligated by a non-cancelable legally binding transaction applicable to this award.

f. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover legally binding obligations to third parties by the recipient, the recipient may submit to USAID within 90 calendar days after the effective date of a termination a written claim covering such recipient obligations. The AO must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with this provision and the Standard Provision, "Allowable Costs."

g. The recipient must, to the greatest extent possible, include a provision in all subagreements, including subawards and contracts, affording the recipient the right to terminate the subagreement in the event USAID terminates this award, including the refund requirement in paragraph c.

[END OF PROVISION]

M11. RECIPIENT AND EMPLOYEE CONDUCT (AUGUST 2013)

a. The recipient must have written policies and procedures in place to prevent personal conflicts of interest and to prevent its officers, employees, or agents from using their positions for personal gain or presenting the appearance of a personal conflict of interest. A personal conflict of interest is a situation in which an officer, employee, or agent of the recipient has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially when performing under the award. The recipient's written policy must state that an employee, officer, or agent of the recipient, or any member of an employee's immediate family cannot receive a subaward, or have a financial or other interest in the entity selected for a subaward without disclosing the conflict and following the recipient's written policies and procedures for mitigating the conflict. In addition, the written policy must state that the officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or prospective subrecipients

b. The recipient, its employees, and consultants are prohibited from using U.S. Government information technology systems (such as Phoenix, GLAAS, etc.), must be escorted to use U.S. Government facilities (such as office space or equipment), and may not rely on assistance from any U.S. Government clerical or technical personnel in the performance of this award, except as otherwise provided in this award.

c. The recipient, its employees, and consultants are private individuals, are not employees of the U.S. Government, and must not represent themselves as such.

d. The following requirements in this provision apply to the recipient's employees who are not citizens of the cooperating country.

(1) If the recipient's employees enjoy exemptions from import limitations, customs duties or taxes on personal property in connection with performance of this award, the sale of such personal property is governed by the rules contained in 22 CFR 136, including a prohibition from profiting

from such sale, except as this may conflict with host government regulations.

(2) Any outside business dealings of the recipient's employees must be legal and not conflict in any manner with this award. Outside business dealings include, but are not limited to, any investments, loans, employment, or business ownership by the recipient's employees, other than work to be performed under this award.

e. In the event the conduct of any recipient employee is not in accordance with this provision or this award, the recipient must coordinate with the USAID Mission to resolve the situation with regard to such employee including, if necessary, termination of the employee. In the case of termination of a non-host country national, the recipient must use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

f. The parties recognize the rights of the U.S. Chief of Mission to direct the removal from a country of any U.S. citizen, or direct the discharge from this award of any individual when, at the discretion of the U.S. Chief of Mission, it is in the best interest of the United States.

g. This provision in its entirety, including this paragraph g. must be included in all subawards.

[END OF PROVISION]

M12. DEBARMENT AND SUSPENSION (JUNE 2012)

a. The recipient must not transact or conduct business under this award with any individual or entity listed on the Excluded Parties List System (**www.epls.gov/**) unless prior approval is received from the Agreement Officer. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the recipient has any questions about listings in the system, these must be directed to the Agreement Officer.

b. The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. USAID may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision. Although doing so is not automatic, USAID may terminate this award if a recipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, USAID will consider the totality of circumstances—including the recipient's response to the situation and any additional information submitted—when USAID determines its response.

c. The recipient must notify the Agreement Officer immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:

(1) Are presently excluded or disqualified from doing business with any U.S. Government entity;

(2) Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;

(3) Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph c.(2); or

(4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.

d. Principal means—

(1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or

(2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—

(i) Is in a position to handle Federal funds;
(ii) Is in a position to influence or control the use of those funds; or,
(iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

e. The recipient must include this provision in its entirety except for paragraphs c.(2)-(4) in any subagreements, including subawards or contracts, entered into under this award.

[END OF PROVISION]

M13. DISPUTES AND APPEALS (JUNE 2012)

a. Any dispute under this award will be decided by the Agreement Officer (AO). The AO must furnish the recipient a written copy of the decision.

b. Decisions of the AO are final unless the recipient appeals the decision to USAID's Assistance Executive. Any appeal made under this provision must be in writing, postmarked within 30 calendar days of receipt of the AO's decision; include all relevant and material evidence; and be addressed to the Assistance Executive, U.S. Agency for International Development, Management Bureau, Office of Acquisition and Assistance, 1300 Pennsylvania Ave, NW, Washington, D.C. 20523. A copy of the appeal must be concurrently furnished to the AO. No hearing will be provided.

c. A decision under this provision by the Assistance Executive is final.

d. 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]

M14. PREVENTING TERRORIST FINANCING (AUGUST 2013)

a. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism including those 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 subawards and contracts issued under this award.

[END OF PROVISION]

M15. 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

Text highlighted in yellow indicates that the material is new or substantively revised.

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]

M16. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

a. 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.

b. 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]

M17. 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]

M18. 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]

M19. USAID DISABILITY POLICY - ASSISTANCE (JUNE 2012)

The recipient must not discriminate against people with disabilities in the implementation of USAID funded programs and should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities. The text of the USAID Disability Policy can be found at the following Web site: **http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf**.

[END OF PROVISION]

M20. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

APPLICABILITY: *In accordance with the policy at ADS 303.3.30, AOs must include this provision in all solicitations and awards. When no construction activities are contemplated under the award, the AO must insert* "Construction is not eligible for reimbursement under this award" *in section d) of this provision. If the award permits construction activities based on the policy above (or as authorized by waiver), the AO must insert the description and location(s) of the specific construction activities in* *section d) of this provision. The AO must not make a general reference to the Program Description. The AO must also ensure that there is a specific line item for construction activities in the award budget.*

LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.

b) Construction means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.

c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.

d) Description
[*Type of construction and location(s)*]

e) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

Required As Applicable Standard Provisions For Non-U.S. Nongovernmental Organizations

The following Standard Provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the Standard Provision. When a Standard Provision is determined to be applicable in accordance with the applicability statement, the use of such Standard Provision is mandatory unless a deviation has been approved in accordance with ADS Chapter 303.3.4. Do not include a "required as applicable" provision in the award if the applicability statement does not require it. **EACH AWARD IS REQUIRED TO HAVE EITHER STANDARD PROVISION RAA1. ADVANCE PAYMENT AND REFUNDS OR STANDARD PROVISION RAA2. REIMBURSEMENT PAYMENT AND REFUNDS**.

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REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL ORGANIZATIONS

RAA1. ADVANCE PAYMENT AND REFUNDS (JUNE 2012)

APPLICABILITY: *This provision must be incorporated into awards that authorize advance payments, which may be authorized when the recipient's accounting and financial management systems conform to the accounting principles generally accepted for funds control and accountability required under the Standard Provision, "Accounting, Audit, and Records," and meet the pre-award responsibility requirements in ADS Chapter 303.*

ADVANCE PAYMENT AND REFUNDS (JUNE 2012)

a. The recipient is not required to maintain separate bank accounts for USAID funds, unless otherwise required. However, when advances are authorized by this award, the recipient must deposit such funds in a reputable bank and be able to account for the receipt and expenditure of funds and interest earned on the advances provided by the U.S. Government (USG).

b. The recipient must maintain advances of USAID funds in interest-bearing accounts, unless:

   (1) The recipient receives less than $120,000 in USG awards per year;

   (2) The best reasonably available interest-bearing account would not be expected to earn interest in excess of $250 in a twelve month period on USG cash balances; or

   (3) The bank would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest-bearing account.

c. The recipient may retain up to $250 of interest earned in a twelve-month period on USG cash balances for administrative expenses. Any additional interest earned on advances must be remitted to the USAID payment office specified in this award, or such other location as the payment office advises.

d. The recipient must request advance payments for anticipated expenditures at time intervals as close as is administratively feasible to the actual disbursements by the recipient, and for the minimum amounts necessary.

e. To request an advance payment, the recipient must submit (preferably electronically) to the payment office the *Standard Form 1034 (SF-1034) "Public Voucher for Purchases and Services Other Than Personal" (http://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/$file/SF1034.pdf). The recipient must print the statement "Request for Advance" at the top of the form.*

f. In order to obtain the initial advance, the recipient must request an advance for the initial thirty-day period of projected cash disbursement needs immediately upon signing this award. Additional advance payment requests must be submitted at least three weeks prior to the period for which funds are needed, in order to maintain a consistent cash flow. The recipient may submit requests for advances to the paying office specified in this award as often as may be necessary to meet projected expenses. An advance may not exceed 30 days of the organization's projected expenses. Subject to Chief Financial Officer (CFO) or Mission Controller approval (as appropriate), requests may be submitted:

(1) Every 30 days covering a 30-day period;

(2) Three requests may be submitted covering 30-day sub-periods of a 90-day period to be paid automatically every 30 days; or

(3) One request for 90 days may be submitted to be automatically disbursed in 30-day equal increments.

Requests must state the estimated disbursements to be made during the period covered by the request, the estimated balance of cash on hand from prior advance requests, and the advance amount being requested.

g. The recipient must submit an SF*1034 (with the words "Liquidation of Advances" printed at the top of the form),* quarterly, no later than 30 days after the end of the quarter, to the paying office specified in this award in order to liquidate outstanding advances. Failure to provide these quarterly reports may result in the suspension, disruption, or termination of additional payments.

Within 90 days following the expiration of this award, the recipient must submit the final financial report using the SF-1034 showing total disbursements, total advances received, and any cash remaining on hand, which the recipient must refund to USAID.

h. When this award expires, the recipient must immediately return all unexpended funds that USAID has advanced to the recipient, unless such advanced funds have already been spent or committed in a legally binding transaction during the period of this award, or are required for approved close-out costs. USAID reserves the right, at any time, to 1) withhold or offset payments to or 2) require refund by, the recipient of any amount that the recipient did not spend according to the terms and conditions of this award or are otherwise determined by the Agreement Officer to be unallowable. USAID retains the right to a refund of all amounts paid under this award until all outstanding audit findings and settlement claims have been resolved between USAID and the recipient.

i. Cash advances made by the recipient to subrecipients or the recipient's field organizations must conform substantially to paragraphs a., b., c., d. and h. of this provision. In the case of paragraph c., any interest over $250 per account, per year must be remitted through the prime recipient.

[END OF PROVISION]

RAA2. REIMBURSEMENT PAYMENT AND REFUNDS (JUNE 2012)

APPLICABILITY: *This provision must be incorporated into awards that authorize payment by reimbursement.*

REIMBURSMENT PAYMENT AND REFUNDS (JUNE 2012)

a. The recipient must submit to the payment office noted in this award, a fully completed and signed SF-1034, "Public Voucher for Purchases and Services Other Than Personal" and SF 1034A, Continuation of SF 1034, bi-weekly or monthly, but not less frequently than quarterly. Each voucher must be identified by this award number, must state the total costs for which reimbursement is being requested. The recipient is encouraged to submit reimbursement documentation in electronic form via e-mail attachment to the e-mail address shown for the payment office. Reimbursement documentation may also be submitted by facsimile or in paper form to the payment office fax number or address provided in this award.

b. The SF-1034 form can be obtained from the GSA forms Web site at: http://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/$file/SF1034.pdf or may also be obtained from the USAID payment office.

c. Notwithstanding any other term of this award, USAID reserves the right, at any time, to 1) withhold or offset payments to or 2) require refund by, the recipient of any amount that the recipient did not spend according to the terms and conditions of this award or are otherwise determined by the Agreement Officer to be unallowable. USAID retains the right to a refund of all amounts paid under this award until all outstanding audit findings and settlement claims have been resolved between USAID and the recipient.

[END OF PROVISION]

RAA3. INDIRECT COSTS – NEGOTIATED INDIRECT COST RATE AGREEMENT (NICRA) (JUNE 2012)

***APPLICABILITY**: This provision is only applicable to awards to recipients that currently have a Negotiated Indirect Cost Rate Agreement (NICRA).*

INDIRECT COSTS – NEGOTIATED INDIRECT COST RATE AGREEMENT (NICRA) (JUNE 2012)

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

b. The recipient must submit to the Agreement Officer (AO) the proposed final indirect cost rates with supporting cost data, within the earlier of 30 days after receipt of the audit report or nine months after the end of the audit period. The proposed rates must be based on the recipient's actual costs during the recipient's applicable fiscal year. Negotiation of final indirect cost rates will begin soon after receipt of the recipient's proposal.

c. Allowability of costs and acceptability of cost allocation methods will be determined in accordance with the applicable cost principles. The applicable cost principles can be found in the Standard Provision, "Allowable Cost."

d. The results of each negotiation will be set forth in a Negotiated Indirect Cost Rate Agreement (NICRA) signed by both parties, and is automatically incorporated into this award. This award must specify (1) the agreed upon provisional and final indirect cost rate(s), (2) the bases to which the rates apply, and (3) the fiscal year for which the rates apply. The NICRA will 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 will be reimbursed either at negotiated provisional rates or at billing rates acceptable to the AO, 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. Any failure by the parties to agree on any final rate(s) under this provision will be considered a dispute within the meaning of the Standard Provision, "Disputes."

[END OF PROVISION]

RAA4. INDIRECT COSTS – CHARGED AS A FIXED AMOUNT (NONPROFIT) (JUNE 2012)

***APPLICABILITY**: This provision is applicable to awards where the recipient does not currently have a Negotiated Indirect Cost Rate Agreement (NICRA) and the indirect costs are not included as other direct costs in the budget. When using this provision, all indirect costs must be charged as a fixed amount and must be shown as a separate line item in the budget.*

INDIRECT COSTS – CHARGED AS A FIXED AMOUNT (NONPROFIT) (JUNE 2012)

a. The recipient will be paid a fixed amount to cover indirect costs, as provided below. Indirect costs are common costs that benefit the day-to-day operations of the organization, including categories such as salaries and expenses of executive officers, personnel administration, and accounting, or that benefit and are identifiable to more than one program or activity, such as depreciation, rental costs, operations and maintenance of facilities, and telephone expenses. In determining the fixed amount, these costs must be prorated equitably and consistently across all programs and activities of the recipient using a base that measures the benefits of that particular cost to each program or activity to which the cost applies. The bases must be established in accordance with reasonable criteria, and be supported by current data. Indirect costs must then be charged to the programs they benefit.

b. The fixed amount for indirect costs and a schedule for payments must be incorporated into the award budget. This award must specify the categories of costs, as described in paragraph a., that are covered by the fixed amount, and the recipient must not charge such costs separately as direct costs. Any deviations must be approved, in advance, in writing, by the Agreement Officer (AO).

c. USAID will not pay the recipient in excess of the negotiated fixed amount for indirect costs, as authorized in this award. Similarly, where the actual costs are less than the agreed fixed amount for indirect costs included in the award budget, the recipient will not be liable to return the difference to USAID. However, if the total costs, including direct costs and the indirect costs described in a., that USAID is supporting through this award change significantly (that is, by 20 percent or more in the aggregate), the AO reserves the right to adjust the fixed amount for indirect costs to equitably charge the indirect costs that benefit this award.

[END OF PROVISION]

RAA5. 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):

d. **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.

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

[END OF PROVISION]

RAA6. 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.ccr.gov/**.

(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;

(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]

RAA7. SUBAWARDS (JUNE 2012)

APPLICABILITY: *This provision is applicable when subawards are expected to be financed under this award.*

SUBAWARDS (JUNE 2012)

a. Subaward means an award of financial assistance to carry out the purposes of the program in the form of money, or property in lieu of money, made under an award by a recipient to an eligible subrecipient or by a subrecipient to a lower tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract. A subaward does not include a procurement contract for commodities or services.

b. The recipient remains responsible for the work that is subawarded, and therefore, the recipient must comply with the following:

(1) Subrecipient's responsibility: The recipient must determine that the subrecipient possesses the ability to perform successfully under the terms and conditions of a proposed award, taking into consideration the subrecipient's integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources. The recipients must ensure subawards are made in compliance with the Standard Provision "Suspension and Debarment," and the Standard Provision "Prevention of Terrorist Financing."

(2) Enter into a written subaward: All subawards must contain the following:

(i) Program description, budget, and period of performance,

(ii) Terms and conditions to define a sound and complete agreement,

(iii) All provisions from this award that contain a requirement to incorporate that provision into the subawards. The recipient must insert a statement in the subaward that, where appropriate, in instances where USAID is mentioned in such flow down provisions, the recipient's name will be substituted and where "recipient" appears, the subrecipient's name will be substituted.

(iv) Other terms that the recipient determines are required to ensure compliance with the terms of this award.

c. Unless otherwise approved by the USAID Agreement Officer, the recipient must not provide funds to the governments of or entities controlled by the governments of countries ineligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

[END OF PROVISION]

RAA8. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (AUGUST 2013)

APPLICABILITY: *This provision is applicable when costs for international travel or air transportation of cargo are anticipated to be funded by USAID. This provision is not applicable if the recipient is providing for international travel costs with private funds as part of a cost-sharing requirement or with Program Income generated under this award.*

TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (AUGUST 2013)

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 reasonable charges normally allowed by the recipient in its regular operations as the result of the recipient organization's written travel policy and are within the limits established by the applicable cost principles.

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]

RAA9. 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]

RAA10. 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 M/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:

(i) Contractor/recipient name.

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

(iii) Agreement number(s).

(iv) 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.

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

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

(vii) 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 M/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]

RAA11. PATENT RIGHTS (JUNE 2012)

APPLICABILITY: This provision is applicable to awards to small business firms or nonprofit organizations for the performance of experimental, developmental, or research work funded in whole or in part with USAID funds.

PATENT RIGHTS (JUNE 2012)

a. Patent Rights

(1) Allocation of Principal Patent Rights. The recipient may retain the entire right, title, and interest throughout the world to each subject invention, subject to this provision. With respect to any subject invention in which the recipient retains title, the U.S. Government must have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. Government the subject invention throughout the world, and to sublicense others to do the same. The recipient agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with U.S. Government support under (identify the agreement awarded by USAID). The U.S. Government has certain rights in this invention."

(2) Definitions. For purposes of this provision, the following terms will have the following meaning:

(i) “Invention” means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

(ii) “Subject invention” means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this award.

(3) The recipient must disclose each subject invention to the National Institutes of Health (NIH) EDISON Patent Reporting and Tracking System (**http://www.iedison.gov**) within two months after the inventor discloses it in writing to recipient personnel responsible for patent matters. In

addition, the recipient agrees to submit, on request, periodic reports to the Agreement Officer's Representative, no more frequently than annually, on the utilization of a subject invention.

(4) Conditions When the U.S. Government May Obtain Title. The recipient must convey title to any subject invention to USAID, upon written request, subject to recipient's retention of a nonexclusive, royalty-free license throughout the world, in each subject invention:

(i) If the recipient fails to file a U.S. patent application or to disclose the subject invention to USAID at least 60 days prior to the statutory period for filing a patent in the United States, fails to file any non-U.S. patent applications within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, or elects not to retain title.

(ii) In any country in which the recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on a patent on a subject invention.

b. Subawards and Contracts: Recipient must include this the Standard Provision, suitably modified to identify the parties, in all subawards and contracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The recipient must retain all rights provided for the USG in this the Standard Provision, and the recipient must not, as part of the consideration for awarding the contract or subaward, obtain more rights in the contractor's or subrecipient's subject inventions than provided in this provision.

[END OF PROVISION]

RAA12. 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]

RAA13. INVESTMENT PROMOTION (NOVEMBER 2003)

APPLICABILITY*: The following provision 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.)*

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]

RAA 14. COST SHARE (JUNE 2012)

APPLICABILITY: *This provision is applicable when the recipient provides a Cost Share.*

COST SHARE (JUNE 2012)

a. During the period of this award, the recipient agrees to spend an amount of funds from non-U.S. Government sources specified as Cost Share, as provided in the award budget. Any Cost Share restrictions contained in this award take precedence over the terms of this provision.

b. The recipient's Cost Share under this award may include project costs incurred by the recipient from its own funds, or project costs financed with cash, services, or property contributed or donated to the recipient from other non-U.S. Government sources, including subrecipients. Not all Cost Share requires cash outlays by the recipient; examples are depreciation and use charges for buildings and equipment.

c. The recipient's Cost Share contributions, both cash and in-kind, must meet all of the following criteria:

(1) Are verifiable from the recipient's records;
(2) Are not included as cost share contributions for any other U.S. Government (USG) -assisted program;
(3) Are necessary and reasonable for proper and efficient accomplishment of this award's objectives;
(4) Are allowable under the Standard Provision, "Allowable Costs";
(5) Are not paid by the USG under another grant or agreement (unless the grant or agreement is authorized to be used for Cost Share); and
(6) Are included in the approved budget.

d. The source, nationality, and restricted goods requirements in the Standard Provision "USAID Eligibility Rules for Procurement of Commodities and Services" do not apply to cost share expenditures.

e. The value of non-U.S. Government in-kind contributions applied to Cost Share is established by the following procedures:

(1) Volunteer services must be an integral and necessary part of an approved program. Rates for volunteers must be consistent with those paid for similar work in the recipient's organization, or consistent with those paid for similar work in the labor market in which the recipient competes. Volunteer services furnished by others must be valued at the employee's regular rate of pay, exclusive of overhead costs, provided these services are of the same skill for which the employee is normally paid. In any case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

(2) The assessed value of donated supplies and equipment must be reasonable and must not exceed the fair market value of the property at the time of the donation.

(3) The value of donated property must be determined in accordance with the usual accounting policies of the recipient with the following qualifications:

(i) If the purpose of this award is to assist the recipient in the acquisition of equipment, buildings, or land, the total value of the donated property may be claimed as Cost Share.

(ii) If the purpose of this award is to support activities that require the use of equipment, buildings, or land, normally only depreciation or use charges for equipment and buildings may be made. However, the Agreement Officer (AO) may approve the charge of the full value of equipment or other capital assets and fair rental charges for land.

iii) The value of donated land and buildings must not exceed its fair market value at the time of donation to the recipient as established by an independent appraiser.

(iv) The value of donated equipment must not exceed the fair market value of equipment of the same age and condition at the time of donation.

(v) The value of donated space must not exceed the fair rental value of comparable space and facilities in a privately owned building in the same locality, as determined by adequate market research.

(vi) The value of loaned equipment must not exceed its fair rental value.

f. The recipient must provide supporting records for in- kind contributions from third parties.

(1) Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the recipient for its employees.

(2) The basis for determining the valuation for personal services, material, equipment, buildings, and land must be documented.

g. If the recipient expends less than the agreed upon Cost Share as specified in this award, the AO may apply the difference to reduce the amount of USAID funding for the following funding period, require the recipient to refund the difference to USAID when this award expires or is terminated, or reduce the amount of cost share required under the award.

h. In the event of any disallowance of expenditures from USAID award funds, the recipient may substitute expenditures made with funds provided from non-U.S. Government sources, provided they are eligible in accordance with all the Standard Provisions of this award.

[END OF PROVISION]

RAA15. PROGRAM INCOME (JUNE 2012)

APPLICABILITY: *This provision is applicable when Program Income is expected to be earned under this award. The default for non-commercial organizations is that Program Income is added to total program amount. Alternatively, this award may stipulate in the Schedule of this award: 1) Program Income is used to finance the non-USG share of this award, or 2) Program Income is deducted from the USG share of this award in a cost-share scenario.*

PROGRAM INCOME (JUNE 2012)

a. The recipient must apply the standards set forth in this provision to account for gross income earned from federally-supported activities (“Program Income”) under this award.

b. Income earned during the project period must be added to the total program amount and used to further eligible project or program objectives, unless this award Schedule specifies otherwise.

c. Notwithstanding paragraph b., above, commercial organization recipients are prohibited from adding Program Income to increase the total program amount. Instead, Program Income will be deducted from the U.S. Government share of this award.

d. Costs incident to generating program income under this award may be deducted from gross income to calculate Program Income, provided these costs have not been charged to this award and comply with the Standard Provision, “Allowable Costs.”

e. The recipient has no obligation to the USG regarding Program Income earned after the end of the project period, unless the terms and conditions of this award provide otherwise.

f. License fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under this award, are not considered Program Income for the purposes of this provision.

[END OF PROVISION]

RAA16. 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]

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

APPLICABILITY: *This provision must be included in Request for Applications (RFAs) 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: **http://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. PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)

***APPLICABILITY**: This provision is applicable when human subjects are involved in research financed by this award, as defined in 22 CFR 225 and ADS 200 Mandatory Reference, "Protection of Human Subjects in Research Supported by USAID." The AO should confer with the Activity Manager to determine if any research with human subjects will be included in the award.*

PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)

a. The recipient is responsible for safeguarding the rights and welfare of human subjects involved in research under this award, and must comply with the

Common Federal Policy for the Protection of Human Subjects as found in Part 225 of Title 22 of the Code of Federal Regulations (22 CFR 225).

b. The recipient must assure USAID of its compliance with the requirements set forth in 22 CFR 225 by doing one of the following:

(1) Obtaining a Federal-Wide Assurance (FWA) from the U.S. Department of Health and Human Services. Instructions on obtaining an FWA can be found on the Office of Human Research Protection Web site **http://www.hhs.gov/ohrp/assurances/assurances/file/index.html**; or

(2) Submitting to the Agreement Officer's Representative (AOR) for USAID approval, a written assurance which includes a statement of principles governing the recipient's responsibilities, designation of one or more Institutional Review Board (IRB), a list of the IRB members, written procedures which the IRB will follow, and written procedures for ensuring prompt reporting of unanticipated problems to the IRB; or

(3) Submitting to the AOR for USAID approval, a justification memorandum asserting that research conducted outside the United States provides protections at least equivalent to those in 22 CFR 225.

c. Definitions for the purposes of this award:

(1) Research means an activity designed to test a hypothesis, permit conclusions to be drawn, and thereby to develop or to contribute to generalizable knowledge.

(2) Human subject means a living individual about whom an investigator (whether professional or student) conducting research obtains

(i) Data through intervention or interaction with the individual, or

(ii) Identifiable private information.

(3) Intervention includes both physical procedures by which data are gathered and the changes to the subject or the subject's environment performed for research purposes.

(4) Institutional Review Board means a properly constituted ethical committee which will review the research.

d. USAID staff and consultants may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, USAID may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the following statement:

> "Subject's research records may be independently reviewed by USAID staff and consultants to ensure compliance with USAID requirements for protection of human research subjects."

[END OF PROVISION]

RAA19. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)

Applicability: *This provision must be included in any award 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]

RAA20. 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]

RAA21. 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]

RAA22. 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 award, 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 or nongovernmental organization or Public International Organization (PIO) 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 b.(3), b.(4), b.(5), or b.(7).

ii) The recipient must investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph b.(6) 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 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]

RAA23. *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. Must 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. Must 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)(1) above.

[END OF PROVISION]

RAA24. 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:
http://www.usaid.gov/sites/default/files/documents/1864/CondomSTIIssueBrief.pdf.

The prime recipient must flow this provision down in all subawards, procurement contracts, or subcontracts.

[END OF PROVISION]

RAA25. 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]

[END OF THE STANDARD PROVISIONS]

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