



USAID | WEST BANK/GAZA

FROM THE AMERICAN PEOPLE

Date Issued: June 15, 2012
RFA Clarification Questions Due Date: June 22, 2012
Closing Date: July 27, 2012
Closing Time: 16:00, Local Time Israel

**Subject: USAID/West Bank and Gaza Request for Application (RFA) Number
RFA-294-12-000001: “Partnerships for Youth” Program**

Dear Prospective Applicants:

The United States Government, represented by the Agency for International Development West Bank and Gaza is seeking applications from qualified U.S. Non-Governmental Organizations (NGOs), U.S. Private Voluntary Organizations (PVOs), Public International Organizations (PIOs), and U.S. for profit firms (provided they forgo profit) “Partnerships for Youth” Program in the West Bank and Gaza. The authority for the RFA is found in the Foreign Assistance Act of 1961, as amended. Recipients are encouraged to utilize local expertise and local institutions whenever possible in implementing the program.

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

The successful Applicant will be responsible for ensuring the achievement of the program objectives. Please refer to the Program Description in Section I of this RFA for a complete statement of goals and expected results.

Subject to the availability of funds, USAID/West Bank and Gaza intends to provide approximately \$16 Million in total USAID funding for this activity to be allocated over a five-year period. USAID reserves the right to fund any or none of the applications submitted. Although it is planned to make an award of one Cooperative Agreement under this RFA, USAID/West Bank and Gaza in its discretion may make awards to more than one organization or make no award under this RFA.

In accordance with ADS 304.3.1 (b), the principal purpose of the relationship with the Applicant under the subject program is to transfer funds to accomplish a public purpose of support or stimulation, which is authorized by Federal statute. Substantial involvement is anticipated between USAID and the Applicant during the performance of the “Partnerships for Youth” program.

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

Section I – Funding Opportunity Description
Section II – Award Information
Section III – Eligibility Information
Section IV – Application and Submission Information
Section V – Application Review Information
Section VI – Award and Administration Information
Section VII – Agency Contacts
Section VIII – Other Information

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".

To be eligible for award, Applicants must provide all required information in their application, including the requirements found in any attachments to this application on www.grants.gov. Applications that are submitted late, incomplete or are non-responsive will not be considered. Award will be made to the responsible Applicant whose application best meet the requirements of this RFA and the evaluation criteria contained herein.

The preferred method of distribution of USAID Requests for Application (RFA) is electronically via Grants.gov. 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. It is the responsibility of the Recipient to ensure that it has received the RFA and any future amendments from <http://www.grants.gov> in its entirety. All interested parties are encouraged to register on <http://www.grants.gov> to receive automatic notification of amendments to this RFA. In the event of an inconsistency between the documents comprising this RFA, it shall be resolved at the discretion of the Agreement Officer.

In addition, award of the agreement contemplated by this RFA cannot be made until funds have been appropriated, allocated and committed through internal USAID procedures. While USAID anticipates that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for the award. 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 Agreement may be incurred before receipt of either a fully executed Agreement or a specific, written authorization from the Agreement Officer. Thus, Applications are submitted at the risk of the Applicant, and all preparation and submission costs are at the Applicant's own expense.

Applicants may upload applications to <http://www.grants.gov>; however, USAID bears no responsibility for data errors resulting from transmission or conversion processes associated with electronic submissions. **However, USAID/West Bank and Gaza requires that applications be submitted both electronically (e-mailed) to WBG-EDO-YOUTH RFA@usaid.gov AND in hard copy as further detailed below no later than Friday, July 27, 2012, 16:00, Local Time, Tel Aviv, Israel.**

Applicants should also note that the documents listed in this RFA under "Other Information" 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.

If you decide to submit an application, it must be received by the closing date and time indicated at the top of this cover letter at the place designated below for receipt of applications. Applicants are requested to submit both technical and cost portions of their applications in separate volumes. Hard copies of the technical application and the cost application and modifications thereof shall be submitted in separate envelopes with the name and address of the applicant as well as the RFA number and program title referenced above inscribed thereon, to:

Hand-Carried Address:

Ms. Shirine Tourk Agbarieh, Acquisition and Assistance Specialist
Ms. Chitahka Floore, Agreement Officer
USAID/West Bank-Gaza
Office of Contracts Management
10th Floor, 25 Hamered Street,
Tel Aviv, Israel
Phone:+ 972-3-511-4871 or +972-3-511-4874

OR

Courier Address-Official FedEx or Express Mail:

Ms. Shirine Tourk Agbarieh,
Acquisition and Assistance Specialist
Att: Ms. Chitahka Floore, Agreement Officer
US. Embassy/USAID
71 Hayarkon street Tel Aviv 63903
Israel

It is the applicant's responsibility to ensure that all necessary documentation is complete and received on time. If the applicant elects to hand carry applications for delivery he/she is encouraged to carry the application through the Office of Contracts Management and not leave the application at the facility's front door as specified above.

Applicant should take into account the expected delivery time required by the application transmission method they choose, and are responsible to ensure that applications are received at USAID by the due date and time specified above.

Questions: USAID requests that all questions regarding this RFA be submitted in writing to Ms. Shirine Tourk Agbarieh, Acquisition and Assistance Specialist, via internet at WBG-EDO-YOUTH RFA@usaid.gov no later than Friday, June 22, 2012. Answers to questions will be provided through an amendment to the RFA.

Thank you for your interest in USAID Programs.

Sincerely,

Bruce Gerband
Agreement Officer
USAID/West Bank and Gaza

ABBREVIATIONS AND ACRONYMS USED IN THIS RFA

ADA	Americans with Disabilities Act
ADS	Automated Directives System
AO	Agreement Officer
AOR	Agreement Officer Representative
CFR	Code of Federal Regulation
COP	Chief of Party
CV	Curriculum Vitae
DUNS	Data Universal Numbering System
DQA	Data Quality Assessment
FAR	Federal Acquisition Regulation
HBCU	Historically Black College or University
IEE	Initial Environmental Examination
IR	Intermediate Result
LOC	Letter of Credit
M/OAA	USAID/Washington's Office of Acquisition and Assistance
NICRA	Negotiated Indirect Cost Agreement
OFAC	Office of Foreign Assets Control
NGO	Nongovernmental Organization
PCA	Partner Contracted Audit
PD	Program Description
PMP	Performance Management Plan
PWD	People with Disabilities
RF	Results Framework
RFA	Request for Application
Ruwwad	Palestinian Youth Empowerment Program
SS	Scoping Statement
TIN	Taxpayer Identification Number
UNSC	United Nations Security
USG	United States Government
USAID	U.S. Agency for International Development
EDO	Education Development Office

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SECTION I – FUNDING OPPORTUNITY DESCRIPTION

A. Program Description

1. Summary

The USAID West Bank and Gaza youth program “Partnerships for Youth” is a 5-year, program. This program will fulfill the Mission’s overall objective for youth development; *“Youth with increased opportunities to realize their potential to effectively contribute to social and economic development in a stable and prosperous Palestinian state”*. The primary purpose of the Partnerships for Youth program is to expand educational and leadership opportunities for youth ages 14-29 throughout the West Bank by creating sustainable hubs for youth innovation and learning. The program outcomes include enhancing leadership and life skills for more than 40,000 youth, supporting the capacity building of the three existing Youth Development and Resource Centers (YDRCs) in Nablus, Al Bireh and Hebron and establishing eight new YDRCs in the eight remaining governorates. Outcomes also include enhancing the capacity of the YDRC’s board members and staff to effectively run youth programs at their facilities and to reach a larger number of youth. Support to the 11 YDRCs should result in the creation of hubs for youth to learn and apply new skills, access information, network, and engage in community development. Youth resources should also be shared with approximately 33 clubs (three in each Governorate) to serve youth in marginalized areas. To expand programs offered at the YDRCs and youth clubs partnerships need to be forged with the public and private sectors, other USAID implementing partners and donors to increase their contributions to youth development through their sponsoring of youth programs and activities at the YDRCs and youth clubs.

2. Background

Palestinian youth ages 15-29 comprise about 29% of the Palestinian population (Palestinian Central Bureau of Statistics 2010). Recent demographic trends indicate that youth will increasingly constitute an ever growing proportion of Palestinian society. More new graduates enter the job market each year than the economy of the West Bank and Gaza can absorb. Due to the poor quality and weak relevancy of the local education system, the majority of these graduates are unprepared to meet the demands of the modern marketplace. The unemployment rate for youth under the age of 30 remains high at about 26 percent (IMF report, first quarter of 2011). Palestinian females are not highly active economically but there are many efforts underway to encourage their participation. Palestinians are highly educated, with the second-highest enrollment rate in the region and nearly all Palestinian youth are literate. PCBS data revealed that about 35 percent of females who use the internet use it for study purposes, compared to only 12 percent for males. Further, youth lack opportunities to fully engage in addressing community problems or in taking leadership roles in developing strategies to resolve these problems.

There are 350 operating youth clubs in the West Bank and Gaza; 60% of these clubs place sports, social, cultural, scouts, and childhood and adolescents programs at the top of their priorities. However, they are weak in comprehensive youth development. Most of their programs do not focus on partnerships or on program sustainability. Also Young women in rural areas lack facilities and resources for recreational, exercise and personal development activities.

Since 2008, a great deal has been accomplished in developing the capacity of USAID’s partner Youth Development and Resource Centers as well as the network of partners and sub-grantees that support youth development. They now have the capacity to offer a wide range of youth programming, build new partnerships and leverage additional resources. The YDRCs have

become leading youth and community centers in Nablus (serving the north), in Al Bireh (serving the center), and in Hebron (serving the south). To identify lessons learned and best practices, USAID conducted an evaluation of the Palestinian Youth Empowerment Program (Ruwad) (Section VIII Other Information, Annex B of this RFA) in May 2011. This evaluation focused on programmatic outcomes. Some of the key findings include:

- The need to expand the range of programs for youth available at the Youth Development and Resource Centers (YDRCs) in the West Bank through partnerships with local organizations and the private sector.
- The need to implement phased strategies to expand the YDRCs' capacity to not only deliver quality youth programming, but to also to create new approaches to income generation and sustainability that are less focused on international donor support.
- The need to expand programming for youth at the youth clubs in order to reach underserved areas.
- The need to provide additional technical assistance to individual YDRCs and clubs to further strengthen their management systems and promote sustainability.
- The need to tailor technical assistance geared to each organization's individual circumstances to ensure that new management skills and systems are fully implemented.
- The realization that the success of many activities was largely dependent upon the commitment and initiative of the center or club management.
- The need to focus on a smaller number of programs/activities to ensure they can be easily replicated and are of high quality throughout the network of YDRCs and clubs.
- The need to offer mixed-gender activities to engage young women in activities that were not traditionally considered appropriate for young women, such as sports and cultural activities.
- The need to engage other local women's clubs as partners and/or program providers especially in rural areas.

In an effort to prepare a USAID youth strategy for the West Bank and Gaza, the Mission's Youth Task Force reviewed a number of documents related to international best practices on addressing youth issues, and held consultations with key stakeholders in the West Bank who are involved in youth development. The results of these efforts showed the need to support existing local initiatives, institutionalize cooperation between all stakeholders by developing and linking local resources, and develop the institutional capacity of local youth serving organizations.

A. PROGRAM OBJECTIVES AND APPROACHES

Program Objectives:

The primary objective of this program is to expand educational and leadership opportunities for youth throughout the West Bank by creating sustainable hubs for youth innovation and learning.

The program will help achieve the following sub-objectives:

1. Increased youth leadership and community engagement.
2. Increased employability skills for youth through access to programs, internships and trainings relevant to market needs.
3. Technical training in potentially growing/successful sectors (i.e., ICT and media).
4. Increased youth access to improved educational and leadership activities.
5. Strengthened youth institutions as well as networking and coordination among them.

6. Improved facilities available for youth activities at the local and national levels.
7. Increased donor, private sector, and USAID program support to the YDRCs and affiliated clubs. The implementing partner will need to coordinate with other USAID implementing partners under USAID's Private Enterprise, Health and Humanitarian, Infrastructure and Democracy and Governance Offices to expand relevant programs to the YDRCs and youth clubs. This approach is meant to draw into the YDRCs and youth clubs youth from all backgrounds coming to the facilities to find a variety of information and resources relevant to their interests.
8. Increased innovative approaches to include young women and/or improved activities specific for female participants.

Program Approach:

The Partnerships for Youth program will build-upon and expand the YDRC model into eight new governorates, bringing the total number of USAID-supported YDRCs to 11 and linking these centers into a broader network of institutions that serve youth development.

Advisory Committees: This program will create district-level Advisory Committees which will promote linkages and partnerships between the YDRCs and public and private sector institutions, leverage resources and help YDRCs to become independent and sustainable institutions. These Advisory Committees along with relevant stakeholders will come together regularly, forming a broader network of institutions, focused on sharing information and best practices. The program envisions the various members of the Advisory Committees to play complementary roles as follows:

- Public sector: promote youth participation in civic and leadership programs through the YDRCs and clubs, monitor implementation to ensure equal opportunity and coordinate the channeling of donor funds.
- Private sector: provide financial and in kind support, provide internship opportunities, contribute individual expertise in training programs and promote corporate social responsibility within the larger business community.
- Higher education institutions: provide internships, trainings and community service programs for university students in coordination with the YDRCs and youth clubs to enrich the educational and leadership experience of university graduates.
- Municipal and local youth councils: support youth-led initiatives; provide service learning opportunities and mentorships.

The planned institutional network will enable improved coordination with other donors supporting youth programs. These include UNICEF's extracurricular activities in youth clubs, the Welfare Association's employability programs, the UNDP's project for at risk youth, the German Agency for International Cooperation (GIZ's) technical, vocational education and training program, the EU's social services and exchange programs, and the ILO's policy reform for youth employment program. The World Bank is also developing a new youth employment program, and the UNDP is seeking funds from Arab countries for a \$30 million youth program to support youth centers and clubs. Should these programs be successful in raising the funds, USAID would coordinate closely with the donors and implementers.

The primary PA counterpart for this program is the Ministry of Youth and Sports/ Higher Council of Youth and Sports (MoYS/HCYS) which aims to enable youth centers to address the socio-economic needs of youth by enhancing their institutional capacity and programs. The MoYS/HCYS has the overall responsibility to coordinate youth programs and donor support at a

national level in collaboration with other Ministries, civil society institutions and other stakeholders including young people. The implementer of the Partnerships for Youth program along with USAID's Agreement Officer Representative (AOR) will work closely with the MoYS/HCY to enhance coordination among the different stakeholders regarding the work done in the YDRCs and youth clubs.

An advisory committee will include active women in community development to help promote issues related to women empowerment and engagement in decision making, and to help reach out and engage other women clubs and centers in rural and marginalized areas in YDRCs activities.

YDRC and Youth Clubs Selection: The implementing partner will also identify potential clubs in the West Bank to become YDRCs based on clear criteria which will be developed in coordination with the Ministry of Youth and Sports/Higher Council for Youth and Sports. Illustrative criteria could include previous experience in implementing youth and sports programs, demonstrated capacity and commitment of board members and club staff to the YDRC program, ability for the clubs to engage large numbers of youth in their districts and sufficient facilities at the clubs to house a wide range of youth programs. Youth clubs in each district will need to apply to be selected to become a YDRC through a competitive process.

In addition, the network of approximately 30 youth clubs will also be identified based on clear criteria, e.g. demonstrated committed management, a history of implementation of youth programs and ability to engage a wide number of youth in rural and marginalized areas. The YDRCs will participate in the review and selection of its network clubs in their district. As part of their operational plans, each YDRC will develop clear plans for sharing resources (information and programming) with their network clubs. Possible shared programming includes joint community-led initiatives and joint virtual training programs. The implementer should seek out a wider array of women's centers or clubs that are interested in expanding their offerings to young women in their communities and who can cater to female audiences.

Sustainability: To support the sustainability of the YDRCs and their programs, the new program will focus on:

1. Organizational and management capacity building of the YDRCs. This will be done mainly through supporting the development of operational and sustainability plans for the eight new YDRCs and supporting the implementation of the current plans within the three existing YDRCs. In addition, the program will enhance the capacity of the board members and staff to lead and manage youth programs.
2. Building partnerships with the public and the private sector to promote and support youth activities within the YDRCs and clubs. The program will help the YDRCs establish partnerships with youth NGOs and other public and private sector institutions, universities, schools, municipalities and other USAID and donor projects.

Examples include:

Private sector: The program will help the YDRCs reach out to private sector companies to garner their support for specific programs that they are interested in co-funding as part of their corporate social responsibility. Such programs could include: environmental clubs, drama, art, and ICT. USAID will also strengthen the existing partnerships with Intel Microsoft and Cisco to support ICT in the YDRCs and clubs.

Municipalities: The program will help the YDRCs partner with their respective municipalities to utilize the YDRCs as venues to host youth and community activities. The program will work with the youth shadow councils to support youth-led initiatives and promote youth civic leadership and community volunteerism. Also the program will seek to leverage municipal funding for infrastructure renovations at the YDRCs and clubs. (Please see Attachment H for existing and potential partnerships with various stakeholders).

Coordination with other USAID programs: The program will depend on the collaboration of other Mission technical offices. Agreement Officer Representatives/Contract Officer Representatives from different USAID technical offices will identify opportunities for collaboration and linkages with their programs and the YDRCs and clubs.

Youth Engagement: The program will engage youth in the planning, design, implementation and evaluation of all youth programs implemented at the YDRCs and youth clubs. The program will ensure effective youth engagement and leadership, working to mainstream effective practices. It will also support the integration of youth into the boards of directors of the YDRCs and clubs.

B. PROGRAM DESCRIPTION

The two components of the program include: 1) Institutional capacity development; and 2) Supporting educational and leadership programs at the YDRCs and youth clubs.

1) Institutional Capacity Development:

- a) **Capacity strengthening support to Ministry of Youth and Sports/Higher Council for Youth and Sports (MoYS/HCYS):** The new program will help the MoYS/HCYS to implement the Palestinian Authority's youth strategy. Develop a capacity development plan based on the Palestinian Authority's youth strategy and will coordinate, as relevant, with USAID's Effective Government Program to provide additional required capacity support.

Illustrative activities include:

1. Enhance the MoYS/HCYS' staff capacity to monitor and evaluate programs implemented in the YDRCs.
 2. Strengthen the MoYS/HCYS' capacity to promote youth leadership and increase youth volunteerism in the YDRCs and youth clubs.
 3. Work with the MoYS/HCYS to leverage additional resources from private and public sector partners including for the renovation of youth clubs and YDRCs.
 4. Support the MoYS/HCYS to take a more active role in donor and implementing partner coordination to support youth development programs in the YDRCs and youth clubs.
- b) **Support for YDRC efforts to establish Advisory Committees in each district:** This component will focus on supporting the creation of Advisory Committees in collaboration with the boards of directors of the YDRCs to serve as consultative bodies to the YDRCs and clubs. These Advisory Committees will include representatives from the YDRCs and clubs, municipal councils, private businesses, higher education institutions, youth and other members as needed. Each Advisory Committee will comprise of active female members to promote female engagement and participation in the YDRCs

including ensuring female participation in the clubs' board of directors and management. The role of these Committees include:

- Providing advice to the YDRCs on strategic and operational planning.
- Assisting in identifying program opportunities and ways to ensure sustainability.
- Advising on program priorities based on the needs in each district.
- Assisting in leveraging resources from the public and private sectors and in recruiting volunteers from these sectors.
- Promoting public awareness about the potential role of these institutions in supporting youth development programs. Through this component the program implementer will mobilize local resources by encouraging Corporate Social Responsibility among private businesses to support cost sharing for youth programs.
- Promoting the role of young women participation in decision making by ensuring inclusion of women in the board and staff of the YDRCs.

These Advisory Committees along with relevant stakeholders will come together regularly, forming a broader network of institutions, focused on sharing information and best practices. Separately and as needed, representatives of the YDRCs and youth clubs will also meet to jointly address issues and challenges and share best practices and lessons learned from the different programs supported in the YDRCs.

c) **Capacity strengthening and Technical Assistance support for the YDRCs, Clubs and NGOs:**

Illustrative activities include:

1. Developing three-year operational plans for the new YDRCs which will include, among other items, annual planned programs, membership strategies, planned income generation activities, strategies to leverage additional resources, public outreach, strategies to engage youth clubs in their districts, and program monitoring and evaluation.
2. Enhancing the YDRCs and clubs' management and financial systems.
3. Training staff and board members of the existing and new YDRCs and selected youth clubs on proposal writing, designing and executing youth programs, conducting community needs assessments and project management.
4. Enhancing program networking among the YDRCs and youth clubs by sharing resources and information, conducting joint youth community initiatives, supporting virtual and online training through the Virtual Private Network (VPN). This VPN was created under the current Ruwwad program and will be expanded to the new YDRCs and clubs.
5. Assessing the particular institutional capacity needs of each YDRC and youth club through the help of the Civic Participation Program.
6. Providing equipment to the YDRCs and clubs such as media equipment, computers, ICT equipment and connectivity, furniture and supplies.
7. Renovating the YDRCs and youth clubs including painting, replacing windows and improving the sanitary facilities in collaboration with WRI.
8. Conducting seminars and workshops with youth serving NGOs, the YDRCs, selected youth clubs, municipal and youth shadow councils and the MoYS/HCY to build consensus on how best to design, implement and sustain youth community initiatives.
9. Guiding the YDRCs and youth serving organizations on how best to monitor and evaluate programs to assess impact and develop effective practices.

10. Providing training for the YDRCs board and staff on gender equality and inclusion of young female in all program offered in the YDRCs.
11. Promoting women voting for the YDRC and clubs board elections.
12. Support focus groups discussion to understand young women specific women needs and interests pertaining to their participation in the YDRCs programs

Expected Results:

- Development of an assessment tool to identify the specific capacity needs in each YDRC.
- Development of three-year operational plans for 11 YDRCs which will incorporate annual planned programs; a strategic approach to youth engagement; a membership strategy; a strategic approach to female engagement; planned income generation activities; staff and board capacity building, and training needs to manage the planned programs.
- Training of at least 44 staff and board members on strategic planning, program implementation, application writing and financial, budgeting systems and gender issues.
- Development of a management and financial system in each of the new eight YDRCs.
- Provision of IT equipment and audio video items (cameras, computers sound and video production and graphic design software) for each YDRC interested in creating a media center at their facility.

d) **Support for the Leveraging of Resources, Information Sharing and Programs from USAID Partners, other Donors and the Private and Public Sectors:** The new program will take the following approach to leveraging resources:

- **Sharing information:** The various stakeholders will share reports and information that can complement the services and programs in the YDRCs
- **Leveraging people:** Through engaging public and private sector experts on youth issues in areas such as ICT, media, and mentor youth on voluntarily basis.
- **Sharing knowledge:** By sharing lessons learned and best practice on youth development programs among various stakeholders and help YDRCs incorporate these lessons learned into their programs and operations.
- **Leveraging resources:** Work with key stakeholders to ensure leveraging of resources in the YDRCs including ICT, sports and media programs, providing in-kind or cash contributions from the private sector and expanding donor programs into the YDRCs and clubs.

With the help of the Advisory Committees, the program will establish sustainable partnerships with youth NGOs and other public and private sector institutions including universities, schools, municipalities and donor projects. It will also build on existing partnerships with multinational corporations such as Intel, Cisco and Microsoft to support ICT programs and the procurement of IT equipment. To ensure long term partnerships, the program will help the YDRCs develop Memorandum of Understandings with public and private sector organizations.

The successful applicant will identify capacity building needs, and procure needed technical expertise in collaboration, as appropriate, with the new USAID Effective Government Program and the Competitiveness program.

Furthermore, the program will work with USAID/WBG technical offices and implementing partners to expand the programs and services offered to youth in the YDRCs and youth clubs including, but not limited to, coordination with the Flagship program, the Civic Participation Program, and the Competitiveness program. Coordination will help enhance the IT and Tourism sectors in the West Bank by engaging youth involved in the YDRCs in needs assessments and youth-led initiatives to help maintain cultural heritage sites and promote tourism. For example, USAID/WBG/EDO already initiated linkages with the COMPETE project by engaging youth involved in the media centers in filming and documenting cultural heritage activities. In the area of ICT, the Partnership for Youth program will ensure relevancy of ICT skill needs to the market place through engagement of key ICT stakeholders in reviewing training materials. The Partnerships for Youth program will support the work of USAID's Civic Participation Program by increasing opportunities for youth civic engagement and by advocating for youth involvement in community development. Please see Attachment H for existing and potential partnerships with various stakeholders.

To create incentive for various technical office implementing partners to conduct programming in the YDRCs and youth clubs, this program will allocate funding for each technical office to use to conduct activities at the YDRCs and youth clubs. To pilot this method, the Partnerships for Youth program will set-aside approximately \$50,000 per technical office (WRI, HHA, DG and PEO). If the method is successful and more money is needed, the Partnerships for Youth program will add additional funds to this line item. To use these funds, each office would be required to provide 50% cost-share, which means they would need to allocate at least \$50,000 of their own resources for programming at the YDRCs and clubs. Implementation plans for collaboration will be developed jointly between EDO, the technical offices and the relevant implementing partners.

Expected Results:

- At least three partnerships established with major private sector companies to support programs and or provide in-kind contributions; such as equipping computer labs, and providing media and sports items.
- MoUs developed with municipalities/local youth councils in each district and as applicable to support youth community initiatives and to leverage support for supporting physical infrastructure need of the YDRC and clubs.
- Specific and clear linkages established with USAID Private Enterprise, Health and Humanitarian Assistance, and Democracy and Governance offices for program linkages and to include the YDRCs in their activities.
- Expand partnerships with Intel, Microsoft, and Cisco for ICT program support and in kind contributions including ICT equipment and software.

2) **Supporting youth leadership and development programs:**

a) **Standardized internships for youth in YDRCs and in the private and public sectors:**

The new program will put emphasis on placing recent school and college graduates in internship programs in the YDRCs and youth clubs to enhance their leadership skills and provide them with practical on-the-job training. The internships will focus on media and ICT, but will not be exclusive to these sectors. (The Ruwwad evaluation reported that many of the interns had found full-time jobs as a result of the skills and knowledge they had developed through the Ruwwad internship experience). Youth interns will help implement the various youth programs listed below in coordination with the YDRCs, youth club and NGO staff. Young females will be more encouraged to apply for internships in nontraditional women activities e.g. ICT and media taking into consideration social and cultural issues. In coordination with USAID implementers including the Youth Entrepreneurship Development (YED) program, the YDRCs and clubs will become referral centers for youth internships in the public and private sectors. The program will work on leveraging funding from the public and private sectors to identify internship opportunities outside the YDRCs to be designed based on market needs in cooperation with relevant private and public sector institutions.

Expected Results:

- Developing a comprehensive plan and a manual for implementing effective internship programs, which should include but not be limited to, steps for recruitment, placement, monitoring and evaluation and follow-on activities that continue to engage interns in YDRC activities after they finish their formal internship programs.
- Providing internships to at least 100 schools and university graduates per year to gain practical experience in media and ICT programs, which will help in the implementation of these activities at the YDRCs and clubs.
- Providing internship for at least 50 university graduates per year in the public and private sectors.
- Supporting short-term training for interns on time management, leadership, and presentation skills.
- Supporting the formation of an online community of practice for interns through the existing Youth Portal to enable interns to share experiences, disseminate job information and feedback by employers to other youth.

b) **Supporting youth involvement in media production:**

The program will also support YDRC and youth club staff training for youth in media production. Media Centers offer a hands-on opportunity for youth who have completed media-focused undergraduate degrees to further their skills development and prepare them for careers in the media industry. Both the Ruwwad evaluation and the youth assessment recommended the use of the media to build advocacy skills, tolerance for differences and leadership skills. The program will coordinate with the Democracy and Governance Office's media program to engage youth in TV programs, internships at television and radio stations and helping to publicize and advocate for youth issues and promoting young female empowerment and engagement in decision making at all levels.

Expected Results:

- Hire 11 media staff – one media coordinator per YDRC.
- Hold at least five media training workshops per year.
- Secure placement for at least 80 media interns per year.

- Produce through the Media Centers newsletters, articles, press releases, documentaries, media spots, and radio shows, publications and newsletters on issues related to young women participation in socio-economic development.

c) **Expanding innovative ICT training for youth:**

The program will aim to equip youth with needed ICT skills and help them to promote and address community issues through the use of IT. (The Ruwwad evaluation recommended that ICT training should be continued and partnerships with ICT companies be expanded including partnerships with Intel, Microsoft and CISCO). The program will encourage private sector partners to provide Training of Trainers (ToT) for youth interns within the regional ICT Support Centers to help maintain the computer labs. As part of the ICT support, the program will expand internet connectivity to the new YDRCs and selected youth clubs through the existing network. The Museum of Science in Boston has agreed to establish a third Intel Computer Clubhouse in one of the new YDRCs. The youth interns will also maintain and upgrade the content of the Youth Portal, which includes digital libraries, access to online networking communities and learning resources including English language curriculum.

The successful applicant will coordinate with the new PEO COMPETE program to ensure relevancy of ICT skill needs to the market place through engagement of key ICT stakeholders in reviewing training materials and identifying internships opportunities for ICT graduates and helping leverage more resources through their partnerships with local and multinational ICT companies.

Expected Results:

- Implementation of Intel Learn, Work and Entrepreneurs modules, MYTecC, Microsoft Unlimited Potential (UP), and expanding Intel IT support centers for technical ICT hardware and network support.
- Training of trainers for at least 25 youth interns per year to implement the ICT training at YDRCs and selected youth clubs.
- Creation, updating and management of content for the youth portal “ShababGate”.
- Establish at least one additional Intel Clubhouse that is equipped and furnished.

d. **Enhanced youth leadership through community initiatives, exchanges and training:**

Supporting youth-led community initiatives (service-learning): The program will support youth-led initiatives related to topics such as environmental awareness and preservation, health, culture, remedial education, drama and art. Many of the initiatives will address community problems. Youth will plan, design and implement these initiatives. Under this component, the program will coordinate with the Youth Shadow council to ensure youth community initiatives are aligned with municipal priorities. Youth-led community initiatives could be jointly implemented with the Youth Shadow Council.

Supporting youth ambassadors: The program will give opportunities for young leaders to participate in local and regional development exchanges to allow for cross-regional interactions. It will also support basic and advanced youth empowerment and leadership training. (The Ruwwad evaluation recommended offering youth empowerment/leadership training for youth and promoting cross-regional initiatives).

Expected Results:

- Hold at least 23 sessions of basic leadership and community participation trainings per year.
- Support 12 youth-led community initiatives per year designed and implemented by youth as selected from the training sessions.
- Support at least 500 youth trained in basic leadership and community engagement and involved in youth-led initiatives per year.
- Support at least 5,000 youth participants in civic education activities per year.
- Support at least 110 youth leaders receiving advanced youth leadership training per year.
- Support at least 22 youth leaders are selected to participate in regional leadership exchanges per year.
- Support intergenerational dialogue: Activities that bring youth and adults together, and enable youth to have their voices heard by adults.

e. **Thematic sub-grants to local Youth Serving NGOs:**

The program will scale-up support for the successful initiatives introduced under Ruwwad that the YDRCs and clubs have been able to sustain in the absence of USAID funding including establishing environmental clubs, supporting English language training and Lego Labs, sports, drama and music. (The Ruwwad evaluation recommended the widespread replication of selected sub-grant programs throughout the network of YDRCs and youth clubs). In addition, the program will support new activities in the YDRCs and youth clubs to expand programming for youth. Selection of the local youth NGOs will be based on their previous experience working in the YDRCs and youth clubs, ability to network and engage smaller NGOs in marginalized areas, capacity to partner with the public and private sectors, ability to engage youth in the planning, designing, and implementation of the program, and willingness to ensure sustainability of programming in the YDRCs and youth clubs once their funding runs out. Considerations related to gender, age, cultural context, community participation, the use of role models must be considered when designing the sub-grant. The applicant is requested to showcase similar programs and best practices implemented in the West Bank or other regions that are similar to the Palestinian context

Illustrative sub-grants:

- **English language** sub-grants aimed at building the capacity of the YDRCs and youth club staff and volunteers to deliver English language training to strengthen youth's language skills for entering the job market.
- **Environmental awareness and preservation** sub-grants aimed at training youth on environmental preservation including launching environmental initiatives (through service learning), creating environmental clubs and providing equipment.
- **Sports** sub-grants aimed at training coaches, supporting sports competitions and providing equipment (i.e. footballs, nets and uniforms). Activities would promote female participation in sports. Sports activities would be closely coordinated with the MoYS/HCYS.
- **Drama and music** sub-grants aimed at engaging younger youth in drama and theatre work.

- **Other** sub-grants could include Lego Robotics, career counseling, service learning and youth counseling.

Expected Results:

- Support for more than 1,000 youth per year participating and benefiting environmental activities, drama and music training.
- Provide at least five NGOs with sub-grants to implement programs for youth.
- Support 900 youth per year to participate in and benefit from English language training.
- Train at least 50 female youth per year to be trainers as sports coaches and more than 500 youth participating in sports activities, mainly female youth.
- Support environmental activities for at least 200 youth leading to or expanding environmental clubs in each YDRC to address issues related to recycling and greenlining.
- Establish English training labs in the new eight YDRCs which could serve more than 300 youth each year.
- Support for networking with the other 33 youth clubs in marginalized areas of the West Bank through engaging marginalized youth selected by youth clubs in rural areas in sub-grants activities and engaging with their youth peers in the YDRCs.

F) EXPECTED OVERALL RESULTS

The project outcomes include enhancing leadership and life skills for more than 40,000 youth, supporting the capacity building of the three existing Youth Development and Resource Centers (YDRCs) in Nablus, Al Bireh and Hebron and establishing eight new YDRCs in the eight remaining governorates. Outcomes also include enhancing the capacity of the YDRC's board members and staff to effectively run youth programs at their facilities and to reach a larger number of youth. Support to the 11 YDRCs should result in the creation of hubs for youth to learn and apply new skills, access information, network, and engage in community development. Youth resources should also be shared with approximately 33 clubs (three in each Governorate) to serve youth in marginalized areas. To expand programs offered at the YDRCs and youth clubs partnerships need to be forged with the public and private sectors, other USAID implementing partners and donors to increase their contributions to youth development through their sponsoring of youth programs and activities at the YDRCs and youth clubs.

Specific outcomes include:

- More than 40,000 youth have enhanced leadership and life skills.
- 11 YDRCs established and strengthened as hubs for youth to learn and apply new skills, access information, network, and engage in community development.
- YDRC board members and staff have the capacity to effectively run youth programs at their facilities and reach a large number of youth.
- YDRCs network and share resources and programs with youth clubs to reach more youth in marginalized areas.
- Partnerships result in an increase in public and private sector contributions to youth development through private sector sponsoring of youth programs and activities at the YDRCs and youth clubs.

G) ILLUSTRATIVE INDICATORS

Illustrative indicators include:¹

1. Institutional capacity strengthening

Number of standardized internship programs initiated by the program
Number of private sector business participating in the internships programs
Number of service learning programs initiated by the program
Number of organizations participating in the service learning programs
Number of private business participating in Corporate Social Responsibility initiatives
Number of organizations/individuals participating in the district level advisory committee
Number of advisory committees functioning effectively ²
Number of institutions with improved operational plans to support implementation of youth leadership and development programs.
Number of sustained partnerships established with the public and private sectors.
Percentage of Youth Serving Institutions' key staff satisfied with capacity-building services provided by the Partnership for Youth program.
Inclusion of the concept of gender equality in the operational plans and curricula of the different programs in the YDRCs.

2. Support for Leadership and Youth Development programs.

Percentage of youth satisfied with internships in media and ICT.
Number of youth-led initiatives involving youth and students.
Percentage increase in positive youth leadership/civic engagement attitudes.
Percentage increased in representation of youth in decision making in the YDRCs and Youth Based NGOs , including in the administrations and events of youth organizations.
Number and percent of youth participating in mentoring their younger peers.
Percentage of increase in youth voluntary work on health and environment work.
Behavioral and personality changes resulting from the participation and integration in sports activities

K) RISKS AND CONSTRAINTS

- The USG Antiterrorism certification could limit the number of competent youth Serving Institutions from receiving USAID funds to implement activities.
- The physical distance / ease of transportation is a major factor influencing the level of engagement of the youth clubs with its respective YDRCs.

¹ Certain indicators should respect gender-oriented reporting practices.

² This indicator will be measured through a sub-set of governance and operational indicators developed in the PMP

- Changes in boards of directors could cause shifts in the levels of engagement in the program of the youth clubs and YDRCs.
- USAID funding risks due to political developments in the WBG
- GOV incursions and travel restriction into the West Bank should the political situation worsen.
- PA no contact policy should there be a unity government.

L) COORDINATION AND PARTNERSHIPS

Building partnerships with the public and the private sector to support youth activities within the YDRCs and clubs: The program will help the YDRCs establish partnerships with youth NGOs and other public and private sector institutions, universities, schools, municipalities and other USAID and donor projects. Examples include:

Private sector: The program will help the YDRCs to reach out to private sector companies to garner their support for specific programs that they are interested in co-funding as part of their corporate social responsibility. Such programs could include: environmental clubs, drama, art and ICT. USAID will also strengthen the existing partnerships with Intel Microsoft and Cisco to support ICT in the YDRCs and clubs.

Municipalities: The program will help the YDRCs partner with their respective municipalities to utilize the YDRCs as venues to host youth and community activities. The program will work with the youth shadow councils to support youth-led initiatives and promote youth civic leadership and community volunteerism. Also the program will seek to leverage municipal funding for infrastructure renovations at the YDRCs and clubs.

Coordination with other USAID programs: The program will depend on the collaboration of other Mission technical offices. AORs/CORs from different technical offices need to identify opportunities for collaboration and linkages with their programs and the YDRCs and clubs.

[END SECTION I]

SECTION II – AWARD INFORMATION

A. Estimated Funds

The anticipated available funding for this RFA is \$16 million. Funds may be provided in increments subject to availability of funds, successful implementation and continued relevance to USAID. Pending the availability of funds USAID expects to award one cooperative agreement as a result of this RFA.

B. Period of Performance

The anticipated start date is September 30, 2012 and the period of performance is five years from the start date of the award.

C. Substantial Involvement

USAID/West Bank Gaza anticipates a close working partnership with the implementing partner for this award. USAID will exercise substantial involvement under this Cooperative Agreement in the following ways:

1. Approval of the Recipient's Annual Implementation Plans. Further guidance on the annual implementation plan is specified in Section VI. D "Reporting Requirements".
2. Approval of key positions and any changes to specified Key Personnel;
3. USAID and Recipient collaboration or joint participation, which may include selection of advisory committee members and collaborative involvement in any steering committee formed, if applicable.
4. Approval of sub-award Recipients and concurrence on the substantive provisions of sub-awards, including approval of the designs of construction activities.
5. Approval of Monitoring and Evaluation Plan.
6. Monitoring to authorize specified kinds of direction or redirection because of interrelationships with other programs. Where there are specific elements in the proposed program for which USAID's technical knowledge would benefit the recipient's successful accomplishment of stated program objectives, the direct provision of USAID expertise and ongoing USAID participation in the program can be authorized.

D. Title to Property

Property Title under the resultant Agreement shall vest with the Recipient in accordance with the requirements of 22 CFR **226.30**.

[END SECTION II]

SECTION III – ELIGIBILITY INFORMATION

A. Eligibility Requirements

U.S. non-governmental organizations, U.S. Public Voluntary Organizations and Public International Organizations are eligible to submit applications. Applications from Non-U.S. organizations will not be considered.

USAID welcomes applications from organizations which have not previously done business with USAID.

Applicants must have established financial management, monitoring and evaluation, internal control systems, and policies and procedures that comply with established U.S. Government standards, laws, and regulations. The successful applicant(s) will be subject to a responsibility determination issued by a warranted Agreement Officer (AO) in USAID.

The Recipient must be a responsible entity. The AO may determine a pre-award survey is required and if so, would establish a formal survey team to conduct an examination that will determine whether the prospective recipient has the necessary organization, experience, accounting and operational controls, and technical skills – or ability to obtain them – in order to achieve the objectives of the program.

B. Cost Share

USAID has established a suggested cost share of 5% of the Award's projected value of \$16 million for the recipient of the award. Such funds may be mobilized from the recipient; other multilateral, bilateral, and foundation donors; host governments; and local organizations, communities and private businesses that contribute financially and in-kind to implementation of activities at the country level. For guidance on cost sharing in grants and cooperative agreements, please see 22 CFR 226.23 at <http://ecfr.gpoaccess.gov> and search under Title 22 Foreign Relations.

[END SECTION III]

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

A. Point of Contact

Shirine Tourk Agbarieh,
Acquisition and Assistance Specialist
USAID/West Bank and Gaza
Tel.: +972-3-511-4871
E-mail: WBG-EDO-YOUTHREFA@usaid.gov

Questions and Answers:

Any questions regarding this RFA should be submitted in writing to Ms. Shirine Tourk Agbarieh, Acquisition and Assistance Specialist via e-mail to the address above.

Questions regarding this RFA should be submitted no later than Friday, June 22, 2012 to provide sufficient time to address the questions and incorporate the questions and answers as an amendment to this solicitation. Verbal explanations or instructions given before award will not be binding. Any information given to a prospective Applicant concerning this RFA will be furnished promptly to all other prospective Applicants as an amendment to this RFA, if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective Applicant.

Preparation of Applications:

Applications shall be submitted in two separate parts: (a) technical application, and (b) cost or business application.

Applicants are expected to review, understand, and comply with all aspects of this RFA. Failure to do so will be at the Applicant's risk.

Each Applicant shall furnish the information required by this RFA. The Applicant must sign and submit with the cost application form SF-424, and print or type its name on the Cover Page of the technical and cost applications. Erasures or other changes must be initialed by the person signing the application. Applications signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

Standard Forms be accessed electronically at the following URL:

<http://apply07.grants.gov/apply/FormLinks?family=15>

Applicants who include data that they do not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purpose, should mark the title page with the following legend:

“This application includes data that shall not be disclosed outside the U.S. Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this application. If, however, a grant is awarded to this Applicant as a result of – or in connection with – the submission of this data, the U.S. Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting grant. This restriction does not limit the U.S. Government's right to use information contained in this data if it is obtained from another

source without restriction. The data subject to this restriction are contained in sheets". and, mark each sheet of data it wished 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."

Applicants should retain for their records one (1) copy of the application and all enclosures which accompany it.

B. Required Certifications

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

NOTE: [1] When these Certifications, Assurances, and Other Statements of Recipient are used for Cooperative Agreements, the term "Grant" means "Cooperative Agreement". [2] The Recipient must obtain from each identified sub-grantee and (sub) contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth hereto. The Recipient should reproduce additional copies as necessary.

PART I

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

(a) The Recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the grant for which application is being made, it will comply with the requirements of:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d) , which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;

(3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;

(4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and

(5) USAID regulations implementing the above nondiscrimination laws set forth in Chapter II of Title 22 of the Code of Federal Regulations.

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

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

2. CERTIFICATION REGARDING LOBBYING

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and Cooperative Agreements) and that all sub-Recipients shall certify and disclose accordingly.

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

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report

Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. CERTIFICATION REGARDING TERRORIST FINANCING IMPLEMENTING EXECUTIVE ORDER 13224

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

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

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

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

Signature: _____ Date: _____

Name: _____ Title/Position: _____

Organization: _____ Address: _____

4. 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):

As applicable:

RFA/APS No.: _____

Application: _____

Date of Application: _____

Name of Recipient: _____

Typed Name and Title: _____

Signature: _____

Date: _____

PART II

OTHER STATEMENTS OF RECIPIENT

1. AUTHORIZED INDIVIDUALS

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

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>Facsimile Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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 Applicant's/grantee's TIN:

TIN: _____

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

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

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

- (1) Recipient's name.
- (2) Recipient's address.
- (3) Recipient's telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the organization was started.
- (7) Number of people employed by the Recipient.
- (8) Company affiliation.

(c) Recipients located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

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

DUNS: _____

4. LETTER OF CREDIT (LOC) NUMBER

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

LOC: _____

5. 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 non-governmental 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 U.S. entity, it is, is not a Gray Amendment entity, as defined below.

(c) If the Recipient is a Gray Amendment Entity, it is a business concerns (as defined in 48 CFR 19.001) owned and controlled by socially and economically disadvantaged individuals (as defined in 48 CFR 726.101), an institution designated by the Secretary of Education, pursuant to 34 CFR 608.2, as a historically black college or university (HBCU), a college or university having a student body in which more than 40% of the students are Hispanic American, or a private voluntary organization which is controlled by individuals who are socially and economically disadvantaged (as defined in 48 CFR 726.101).

(d) 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.

6. PAST PERFORMANCE REFERENCES

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

7. 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.

8. 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 sub-grant or sub-agreement) to a sub-grantee or sub-

Recipient in support of the sub-grantee's or sub Recipient'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. Non-expendable 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, Origin, and Component of Goods. If the Recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, and/or does not contain at least 50% component entry which are not at least 50% U.S. source and origin, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source and/or origin, to include the probable source and/or origin of the components if less than 50% U.S. components will be contained in the commodity. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Any commodity whose source is a non-Free World country is

ineligible for USAID financing. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items does not constitute production of a commodity. Any commodity whose origin is a non-Free World country is ineligible for USAID financing. "Components" are the goods which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

Type/Description (Generic) Components	Estimated Quantity	Probable Unit Cost	Source of Goods	Probable Origin of Components Goods

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

Type/Description (Generic)	Estimated Quantity	Probable Unit Cost	Probable Intended Use	Source	Origin
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(f) **Supplier Nationality.** If the Recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in the U.S., please indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier. Any supplier whose nationality is a non-Free World country is ineligible for USAID financing.

Type/Description (Generic)	Estimated Quantity	Probable Unit Cost	Supplier Nationality (Non-U.S. Only)	Rationale for Non-U.S.
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(g) **Proposed Disposition.** If the Recipient plans to purchase any nonexpendable equipment with a unit acquisition cost of \$5,000 or more, please indicate below (using a continuation page, as necessary) the proposed disposition of each such item. Generally, the Recipient may either

retain the property for other uses and make compensation to USAID (computed by applying the percentage of federal participation in the cost of the original program to the current fair market value of the property), or sell the property and reimburse USAID an amount computed by applying to the sales proceeds the percentage of federal participation in the cost of the original program (except that the Recipient may deduct from the federal share \$500 or 10% of the proceeds, whichever is greater, for selling and handling expenses), or donate the property to a host country institution, or otherwise dispose of the property as instructed by USAID.

Type/Description (Generic)	Quantity	Estimated Unit Cost	Proposed Disposition
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9. 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.

10. 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.

11. SURVEY ON ENSURING EQUAL OPPORTUNITY FOR APPLICANTS

All applications must include the Survey on Ensuring Equal Opportunity for Applicants as an attachment to the RFA package.

This survey can be found at the following website:

<http://www.usaid.gov/forms/surveyeo.doc>

END OF CERTIFICATIONS, ASSURANCES AND OTHER STATEMENTS OF RECIPIENT

Name and Title: _____

Name of Organization: _____

Date: _____

C. Authority to Obligate the Government

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

D. Application Submission Procedures

Applicants may upload applications to <http://www.grants.gov>. USAID bears no responsibility for data errors resulting from transmission or conversion processes associated with electronic submissions. However, a separate electronic (e-mail) WBG-EDO-YOUTHRA@usaid.gov AND a hard copy submission are still required by USAID/West Bank and Gaza. If the applicant experiences difficulty with submission to WBG-EDO-YOUTHRA@usaid.gov, the applicant should contact Ms. Shirine Tourk Agbarieh at sagbarieh@usaid.gov. All applications received by the submission deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. No addition or modifications will be accepted after the submission date.

1. Submission of Hard Copy Applications

Hard copy applications and modifications submitted including but not limited to via courier service or mail, shall be submitted in **sealed envelopes or packages** (1) addressed to the office specified in the cover letter above, and (2) showing the date and time specified for receipt (i.e., the due date and time), the RFA number, and the name and address of the Applicant inscribed thereon. Furthermore, the applications and modifications shall be submitted in two (2) separate parts and delivered in **two separate envelopes**: (a) technical and (b) cost or business application. The hard copy technical application shall consist of one (1) original and four (4) copies. The cost or business application shall consist of one (1) original and two (2) copies.

Faxed applications are not acceptable.

Please be advised that in the past, some firms experienced delays with international air courier services. Also, if you utilize the services of an independent agent in Israel or the West Bank and Gaza to deliver your application, please be certain that he/she understands that additional time may be needed to allow for security review of any packages, and the closing date and time are firm.

2. Submission of Electronic Applications:

Applications may be uploaded to <http://www.grants.gov>; however, separately submitted applications, by e-mail AND in hard copy, are still **required** by USAID/West Bank and Gaza. USAID/West Bank and Gaza bears no responsibility for data errors resulting from transmission or conversion processes associated with electronic submissions. If the applicant experiences difficulty with submission to WBG-EDO-YOUTHRA@usaid.gov, the applicant should contact Ms. Shirine Tourk Agbarieh at sagbarieh@usaid.gov.

Applications shall be submitted with the name and address of the Applicant and the RFA number (referenced above) inscribed thereon, to Ms. Shirine Tourk Agbarieh, Acquisition and Assistance Specialist, via e-mail to WBG-EDO-YOUTHRA@usaid.gov. For electronic submissions, your organization must ensure that the applications are received at USAID/West Bank and Gaza in their entirety. No addition or modifications will be accepted after the submission date. E-mail attachments should be formatted in Microsoft Word and/or Microsoft Excel format with **2 MB limit** per e-mail. Please convert your documents to one of these formats before sending them to USAID/West Bank and Gaza, or provide scanned copies of pages if they include signatures or forms. USAID/West Bank and Gaza cannot accept .zip files, as they will be blocked by USAID's firewall.

In addition to the aforementioned guidelines, the Applicants are requested to take note of the following:

- i. After you have sent your applications electronically, please immediately check your own email to confirm that the attachments you intended to send were indeed sent. If you discover an error in your transmission, please send the material again and note in the subject line of the email or indicate in the file name if submitted via grants.gov that it is a "corrected" submission. Please do not send the same email more than once unless there has been a change, and if so, please note that it is a "corrected" email.
- ii. If you send your application by multiple emails, please indicate in the subject line of the email whether the email relates to the technical or cost application, and the desired sequence of multiple emails (if more than one is sent) and of attachments (e.g. "No. 1 of 4", etc.). For example, if your cost application is being sent in two emails, the first email should have a subject line which says: "[organization name], Cost Application, Part 1 of 2".

Our preference is that the technical application and the cost application be submitted as single email attachments, e.g. that you consolidate the various parts of a technical application into a single document before sending them. If this is not possible, please provide instructions on how to collate the attachments. USAID/West Bank and Gaza will not be responsible for errors in compiling electronic applications if no instructions are provided or are unclear.

E. Technical Application Format

The technical application will be the most important factor for consideration in selection for award of the proposed Cooperative Agreement. The technical application should be specific, complete and presented concisely. The application should demonstrate the Applicant's capabilities and expertise with respect to achieving the goals of this program. The application should take into account the requirements of the program and evaluation criteria found in this RFA.

The technical Application should be in English (Font 12 point/Times New Roman, single-spaced) and not exceed 20 pages in length. Additionally, a listing of required appendices is included below. Appendices do not have a page limit, however, ONLY information listed in “(ix) Appendices” is allowed and will be reviewed. Longer applications will be considered non-responsive and will not be reviewed. Detailed information should be presented only when required by specific RFA instructions.

The technical application shall include the following sections:

(i) Cover Page

The Cover Page should include proposed program title, RFA number, name of Applicant organization(s) submitting application, any partnerships, contact person, telephone and fax numbers, e-mail, and address, as follows:

- a. Program title;
- b. Request for Applications reference number;
- c. Name of organization (s) applying for the agreement;
- d. Any partnerships; and
- e. Contact person, telephone number, fax number, address, and types name(s) and title(s) of person(s) who prepared the application, and corresponding signatures.

(ii) Table of contents that follows the technical application format outlined herein.

(iii) Executive Summary

- a. Briefly describe the organization, including goal(s), purpose(s), target beneficiaries, anticipated results and outcomes;
- b. Briefly describe the relationship and/or coordination of the proposed parties involved with implementation of the program; and

(iv) Technical Approach

The application must demonstrate the Applicant's understanding of the local context, technical requirements and development issues that the program aims to address; challenges, risks and opportunities related to achieving the objectives outlined in this program description; and awareness of the roles of key stakeholders in implementation of the program. The application should present a vision for the future of the sector, and how this program will help to achieve that vision, as well as USAID goals and objectives.

The application shall, at a minimum, provide a full description of the proposed approach that spells out a credible strategy for achieving, or exceeding the objectives outlined in this program description. Applicants will thoughtfully assess the Program Description and propose solutions that take into account the development constraints and how the program will be sustainable after USAID assistance is concluded. Substantive attention to gender should be integrated into the proposed approach.

In appendix C to the application and in accordance with Section VI .D(b)(2) of the RFA, Applicants are expected to submit an illustrative PMP in which they will conduct cost-effective and results-oriented monitoring that will provide USAID/WBG and the program itself information to track progress, improve performance and effectiveness, as well as

inform planning and management decisions. The draft PMP shall demonstrate how activities will have an integrated, gender aware approach. The draft PMP shall include a description of the methodology for gathering and analyzing baseline data and for gathering outcome data or impact/results during each year of program implementation. The draft PMP shall identify the specific indicators used to measure output, outcome and impact.

It is the Applicant's responsibility to ensure that all costs associated with the implementation of the PMP are included in the Cost application.

(v) Institutional Capability

a) Institutional Experience

Applicants must demonstrate technical and managerial expertise that directly benefits the technical approach and reflect comparative advantages to implementing the proposed approach. Information in this section should include (but is not limited to) the following:

- (1) Brief description of organizational history/expertise;
- (2) Pertinent experience and representative accomplishments in developing and implementing programs of the type required under the proposed RFA;
- (3) Relevant experience with proposed approach;
- (4) Institutional strength as represented by breadth and depth of experienced personnel in project relevant disciplines/areas;

Similar information should be provided for every partner organization "major partner" that would represent 25% or more of the total proposed project cost.

b) Management Plan

The Applicants should also propose a management plan and describe how the proposed structure will contribute towards achieving the objectives and results described in their proposed Technical Application. Delineation of roles, responsibilities, authority, and processes for decision making within Applicant's in-country team and between the home office and the field must be spelled out clearly. The plan shall demonstrate how the applicant will efficiently and effectively use the human, technical, and organizational resources at hand to accomplish their proposed program. It should also identify potential challenges in the management of the project and recommend ways to overcome those challenges.

To complement the above narrative, the applicant shall also submit a staffing plan that should list all proposed positions under the program, and whether the position is full-time, part-time, or intermittent, the position location, and the planned person months or days each position will devote to the program

Applicants should strive to use local expertise to the maximum extent possible. The management plan should also demonstrate understanding of the necessity of local partnerships and coordination with leading local NGOs, Universities, other projects and stakeholders. The Applicant should describe how the project will coordinate with other

projects and stakeholders to ensure complementarity of activities and avoidance of duplications.

(vi) Key Personnel

The applicant shall propose well-qualified key personnel who will be responsible for managing and carrying out the program. The Applicant must describe the individual's previous qualifications, experience and capabilities, which demonstrate his/her capacity to carry out the proposed program.

Applicants are required to include curriculum vitae (CVs) of the Key Personnel implementing the project as part of an Appendix B to the application. The Applicant shall include a brief summary for each of the key personnel, including the extent and nature of their experience in facilitating similar projects.

The following are the requested Key Personnel positions and responsibilities:

- **Chief of Party:** The Chief of Party (COP) is requested to have the breadth and depth of background (education and experience), expertise and skills in management and implementation of youth development and institutional development of youth serving organizations.
- **Senior Technical Manager:** The Senior Technical Expert is likely to be a specialist in youth development and institutional capacity building with program design and implementation experience with 10 years or more progressive professional development experience with the substantive part of the experience in the Middle East. Arabic language skills are desirable.
- **Sub-grants officer:** The sub-grants officer should have in-depth technical, financial and other administrative knowledge related to sub-grants. Advanced degrees in Business Administration or a related field in addition to extended work experience in managing sub-grant programs.

However, in order to optimally implement its proposed technical approach, the applicant must submit two additional key personnel positions to those listed above, critical to the successful implementation of their proposed program. The total number of key positions must be five (5) positions. Applicants are not expected to identify non-key personnel, in case included; non-key position candidates will not be evaluated. The applicant shall clearly identify the roles and responsibilities of the Key Personnel positions, and provide a detailed explanation regarding how the education, capabilities, and experience of proposed Key Personnel will effectively contribute to a successful implementation of the program and achievement of the Program's objectives. Applicants shall also submit three (3) references, with complete contact information (including e-mail addresses), for each proposed Key Personnel candidate.

(vii) Past Performance

Applicants should describe all programs which the primary Applicant (as well as any partners substantially involved in implementation "major partners" i.e. receiving 25% or more of the total proposed project cost) implemented involving similar programs over the past three (3) years.

Detailed and specific past performance information should be provided as explained below under “Appendix A” – Relevant Past Performance Information. The Applicant should address any relevant performance issues related to past performance.

USAID may contact references and use the past performance data regarding the organization, along with other information to determine the applicant’s past performance. The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources inside or outside the Government.

(viii) **Appendices** shall include and be limited to ONLY the following (Appendices are separate documents from the 20 page Technical Application page limitation):

a. Appendix A - Relevant Past Performance Information

Applicants must provide evidence of relevant past performance and clearly describe examples of successful development and implementation of programs similar to what is required under this RFA. Applicants must submit a list of the five most recent U.S. Government or other donor funded contracts, grants, cooperative agreements, etc. Include the following for each award:

- Name of awarding organization or agency;
- Address of awarding organization or agency;
- Place of performance of services or program;
- Award number;
- Amount of award;
- Period of Performance (begin and end dates of services/program);
- Name, current telephone number, current fax number, and email address (if one is available) of a responsible technical representative (project officer, activity manager or other contact person) of that organization or agency; and
- Brief description of the program.

Similar information should be provided for every partner organization that would represent 25% or more of the total proposed project cost.

b. Appendix B - Resumes for Key Personnel

This section should include resumes for all Key Personnel candidates. Each resume may not exceed three (3) pages in length and shall be in chronological order starting with most recent experience. Each resume for the proposed Key Personnel positions shall be accompanied by a signed Letter of Commitment from each candidate indicating his/her: (a) availability to serve in the stated position, in terms of days after award; (b) intention to serve for a stated term of the service; and (c) agreement to the compensation levels which correspond to the levels set forth in the cost application.

c. Appendix C – An illustrative Performance Management Plan (PMP)

d. Appendix D – Staffing Plan

F. Cost Application Format

The Cost or Business Application is to be submitted under a separate cover from the technical application. The cost/business application is also to be submitted on CD in Microsoft Excel 2000 or Excel 2003. The Applicant is requested to submit a budget broken down by program years with an accompanying detailed budget narrative (in Word 2000 or Word 2003 text accessible) which provides in detail the total costs for implementation of the program as further detailed below.

Certain documents are required to be submitted by an Applicant in order for the Agreement Officer to make a determination of responsibility. However, it is USAID policy not to burden Applicants with undue reporting requirements if that information is readily available through other sources. There is no page limit on the Cost Application. However, unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective application in response to this RFA are not desired. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

If the Applicant has established a consortium or another legal relationship among its partners, the Cost/Business application must include a copy of the legal relationship between the parties. The agreement should include a full discussion of the relationship between the Applicant and Sub-Applicant(s) including identification of the Applicant with which USAID will treat for purposes of Agreement administration, identity of the Applicant which will have accounting responsibility, how Agreement effort will be allocated and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

The following sections describe the documentation that Applicants for an assistance award must submit to USAID/West Bank and Gaza 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 details to address the following:

1. The budget must have an accompanying detailed budget narrative and justification that provides in detail the total program amount for implementation of the program your organization is proposing. The budget narrative should provide information regarding the basis of estimate for each line item, including reference to sources used to substantiate the cost estimate (e.g. organization's policy, payroll document, vendor quotes, etc.).
2. A budget for each program year with an accompanying detailed budget narrative which provides in detail the total costs for implementation of the program. The budget must be submitted using Standard Form 424 which can be downloaded from the following web site at: <http://apply07.grants.gov/apply/FormLinks?family=15>
3. A breakdown of all costs associated with the program according to the costs of, if applicable, headquarters, regional and/or country offices.
4. **Cost Sharing:** The Applicants should estimate the amount of cost-sharing resources to be mobilized over the life of the agreement and specify the sources of such resources, and the basis of calculation in the budget narrative. Applicants should also provide a breakdown of the cost share (financial and in-kind contributions) of all organizations involved in implementing the resulting Cooperative Agreement.

5. The cost application must outline the roles and responsibilities of program staff vis-à-vis budgeting, monitoring, and reporting on the financial status of the project. How the program will track costs incurred, including costs for labor, equipment, supplies, and facilities must also be described. Applicants who intend to utilize sub-contractors or sub-recipients should indicate the extent intended and a complete cost breakdown. Extensive contracts/agreement financial plans should follow the same cost format as submitted by the primary Applicant. A breakdown of all costs according to each partner organization, sub-contract or sub/awardee involved in the program should be provided as well.
6. Potential contributions of non-USAID or private donors to this Cooperative Agreement.
7. The cost/business application should contain the following budget categories:
 - a. **Direct Labor:** Direct salaries, wages and annual increases for all personnel proposed under the application shall be in accordance with the Applicant's established personnel policies. To be considered adequate, the policies must be in writing, applicable to all employees of the organization, is subject to review and approval at a high enough organizational level to assure its uniform enforcement, and result in costs which are reasonable and allowable in accordance with applicable cost principles. The narrative should include a level of effort analysis specifying personnel, rate of compensation, and amount of time proposed. Anticipated salary increases during the period of the agreement should be included.
 - b. **Fringe Benefits:** Fringe benefits should be based on the Applicant's audited fringe benefit rate, supported by a Negotiated Indirect Cost Rate Agreement (NICRA) or historical cost data. If the latter is used, the budget 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 dollars and as a percentage of salaries.
 - c. **Supplies and Equipment:** Differentiate between expendable supplies and nonexpendable equipment (NOTE: Equipment is defined as tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, unless the Applicant's established policy establishes nonexpendable equipment anticipated to be required to implement the program, specifying quantities and unit cost).
 - d. **Allowances:** Allowances must be broken down by specific type and by person and must be in accordance with the Applicant's established policies.
 - e. **Travel and Per Diem:** The narrative should indicate number of trips, domestic and international, and the estimated unit cost of each travel in accordance with the technical application. Proposed per diem rates must be in accordance with the Applicant's established policies and practices that are uniformly applied to federally-financed and other activities of the Applicant.
 - f. **Other Direct Costs:** This could include any miscellaneous costs such as office rent and utilities, communications, transportations, supplies, public outreach, sub-awards, other audits, report preparation costs, passports, visas, medical exams and inoculations, insurance (other than the Applicant's normal coverage), etc. The narrative, or supporting schedule, should provide a complete breakdown and support for each item of other direct costs. Applicants should also allocate an estimated of \$40,000 per year to cover the expenditures related to the implementation of the Partner Contracted Audit (PCA) program as further elaborated on in Section VI.C
 - g. **Proposed Sub-awards (contracts/grants) (if any):** Applicants who intend to utilize sub-awardees should indicate the extent intended and a complete cost breakdown, as well as all

the information required herein for the Applicant. **Sub-awards cost applications should follow the same cost format as submitted by the Applicant.**

h. **Organizational Information:** Applicants are also required to provide the following organizational information:

- Type of Organization;
 - The name and title of individuals authorized to sign the Cooperative Agreement;
 - Taxpayer Identification Number (TIN);
 - Data Universal Numbering System (DUNS) Number;
 - Letter of Credit (LOC) Number, if applicable; and
 - Estimated costs of communications products that are anticipated under the Cooperative Agreement.
10. A current Negotiated Indirect Cost Rate Agreement (NICRA) if your organization has such an agreement with an agency or department of the U.S. Government.
11. Required assurances, certifications and representations in Section IV, B. Required Certifications.
12. Applicants should submit any additional evidence of responsibility deemed necessary for the Agreement Officer to make a determination of responsibility. The information submitted should substantiate that the Applicant:
- a. Has adequate financial resources or the ability to obtain such resources as required during the performance of the award;
 - b. Has the ability to comply with the award conditions, taking into account all existing and currently prospective commitments of the Applicant, nongovernmental and governmental;
 - c. 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;
 - d. Has a satisfactory record of integrity and business ethics; and
 - e. Is otherwise qualified and eligible to receive a Cooperative Agreement under applicable laws and regulations (e.g., EEO).
13. Applicants that have never received a grant, cooperative agreement or contract from the U.S. Government are required to submit a copy of their accounting manual.
14. Certificate of Compliance: Please submit a copy of your Certificate of Compliance if your organization's systems have been certified by USAID/Washington's Office of Acquisition and Assistance (M/OAA).

G. Statutory and Regulation Certifications

The Applicant shall complete the certifications in Section IV, B. Required Certifications and sign and date in the signature space provided. The signed and dated printout must then be submitted with the application as an annex to the cost application. Original signed hardcopy of the certifications will be requested from the successful applicant prior to the agreement award.

H. Potential Request for Additional Documentation

Upon consideration of award or during the negotiations leading to an award, Applicants may be required to submit additional documentation deemed necessary for the Agreement Officer to make an affirmative determination of responsibility.

IMPORTANT NOTE

Applicants should **not** submit the information below with their applications! The information in this section is provided so that Applicants may become familiar with additional documentation that may be requested by the Agreement Officer:

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

1. Audited financial statements for the past three years that have been audited by a certified public accountant or other auditor satisfactory to USAID.
2. Bylaws, constitution, and articles of incorporation, if applicable.
3. Copies of organizational travel, procurement, financial management, accounting manual and personnel policies and procedures, especially regarding salary, promotion, leave, differentials, etc., and indicate whether such policies and procedures have been reviewed and approved by any agency of the Federal Government. If so, provide the name, address, and phone number of the cognizant reviewing official.

I. Special Award Consideration

The Recipient of the award shall comply with and adhere to all USAID/West Bank and Gaza Notices to Contractors and Grantees. The notices are posted on the USAID/West Bank Gaza website under Partners resources and can be found at the following link:

<http://www.usaid.gov/wbg/notices.html>

1. Activities in Gaza are not anticipated under this program.
2. No construction activities are anticipated under this program
3. Due to the extremely fluid nature of the operational environment in the West Bank and Gaza, it is expected that the Recipient of the award will remain in close contact and collaboration with the AOR and other appropriate USAID Officers. This collaborative involvement will address informational needs such as analyses, evaluations, assessments, and responses to public information requests in order to maintain flexibility for program success.
4. Dissemination of any press releases or success stories is subject to the AOR's written approval.

[END SECTION IV]

SECTION V. – APPLICATION REVIEW INFORMATION

A. Technical Evaluation

USAID/WBG will review all applications received in response to the subject RFA. Applications will be reviewed and evaluated in accordance with the following criteria:

Technical Approach (Maximum points = 35)

The extent to which the proposed technical approach and PMP demonstrate a clear understanding of the objectives of the program and a convincing approach to achieve them.

Institutional Capability (Maximum points = 30)

Extent to which the Applicant's institutional capability demonstrates the ability to effectively implement this program.

Key Personnel (Maximum points = 20)

Extent to which the proposed Key Personnel convincingly demonstrate the ability to effectively and successfully implement the proposed program.

Past performance (Maximum points = 15)

Extent to which the applicant and its major partners, if any, demonstrate successful Past Performance in achieving results on similar programs.

B. Cost Evaluation

Cost has not been assigned a weight; however, the cost applications of the most highly ranked technical applications will be evaluated for cost effectiveness including the level of proposed cost share. Other considerations are the completeness of the application, adequacy of budget detail and consistency with elements of the technical application. In addition, the organization must demonstrate adequate financial management capability, to be measured for a responsibility determination. While cost may be the determining factor in the final decision of an awardee, especially between closely ranked applicants, the technical merit of applications is significantly more important than cost under this RFA.

Cost Sharing

USAID has established a suggested cost share of 5% of the Award's projected value of \$16 million for the recipient of the award. Such funds may be mobilized from the recipient; other multilateral, bilateral, and foundation donors; host governments; and local organizations, communities and private businesses that contribute financially and in-kind to implementation of activities at the country level. For guidance on cost sharing in grants and cooperative agreements, please see 22 CFR 226.23 at <http://ecfr.gpoaccess.gov> and search under Title 22 Foreign Relations.

[END SECTION V]

SECTION VI. – AWARD AND ADMINISTRATION INFORMATION

A. Branding & Marking Requirements

BRANDING & MARKING STRATEGY - ASSISTANCE (December 2005)

(a) Definitions

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

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

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

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

(c) Submission Requirements

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

(1) Positioning

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

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

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

For example: School #123, rehabilitated by USAID and [Apparently Successful Applicant]/ [other donors].

Note: the Agency prefers "made possible by (or with) the generous support of the American People" next to the USAID Identity in acknowledging our contribution, instead of the phrase "funded by." USAID prefers local language translations.

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

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

(2) Program Communications and Publicity

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

Guidelines: Please include direct beneficiaries and any special target segments or influencers.

For Example: Primary audience: schoolgirls age 8-12, Secondary audience: teachers and parents—specifically mothers.

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

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

What is the main program message(s)?

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

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

Guidelines: These may include media releases, press conferences, public events, and so forth.

Note: incorporating the message, "USAID from the American People," and the USAID Identity is required.

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

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

(3) Acknowledgements

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

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

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

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

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

MARKING PLAN – ASSISTANCE (December 2005)

(a) Definitions

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

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

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

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

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

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

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

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

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

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

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

(b) **Submission.** The Apparently Successful Applicant, upon the request of the Agreement Officer, will submit and negotiate a Marking Plan that addresses the details of the public

communications, commodities, program materials that will visibly bear the USAID Identity. The marking plan will be customized for the particular program, project, or activity under the resultant grant or cooperative agreement. The plan will be included in and made a part of the resulting grant or cooperative agreement. USAID and the Apparently Successful Applicant will negotiate the Marking Plan within the time specified by the Agreement Officer. Failure to submit and negotiate a Marking Plan will make the applicant ineligible for award of a grant or cooperative agreement.

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

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

- (i) program, project, or activity sites funded by USAID, including visible infrastructure projects or other programs, projects, or activities that are physical in nature;
- (ii) technical assistance, studies, reports, papers, publications, audiovisual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID;
- (iii) events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences, and other public activities; and
- (iv) all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies and other materials funded by USAID, and their export packaging.

(2) A table specifying:

- (i) the program deliverables that the recipient will mark with the USAID Identity,
- (ii) the type of marking and what materials the applicant will be used to mark the program deliverables with the USAID Identity, and
- (iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking.

(3) A table specifying:

- (i) what program deliverables will not be marked with the USAID Identity, and
- (ii) the rationale for not marking these program deliverables.

(d) **Presumptive Exceptions.**

(1) The Apparently Successful Applicant may request a Presumptive Exception as part of the overall Marking Plan submission. To request a Presumptive Exception, the Apparently Successful Applicant must identify which Presumptive Exception applies, and state why, in light of the Apparently Successful Applicant's application and in the context of the program description or program statement in the USAID Request For Application or Annual Program Statement, marking requirements should not be required.

(2) Specific guidelines for addressing each Presumptive Exception are:

- (i) For Presumptive Exception (i), identify the USAID Strategic Objective, Interim Result, or program goal furthered by an appearance of neutrality, or state why the program, project, activity, commodity, or communication is 'intrinsically neutral.' Identify, by category or deliverable item, examples of program materials funded under the award for which you are seeking an exception.
- (ii) For Presumptive Exception (ii), state what data, studies, or other deliverables will be produced under the USAID funded award, and explain why the data, studies, or deliverables must be seen as credible.
- (iii) For Presumptive Exception (iii), identify the item or media product produced under the USAID funded award, and explain why each item or product, or category of item and product, is better positioned as an item or product produced by the cooperating country government.
- (iv) For Presumptive Exception (iv), identify the item or commodity to be marked, or categories of items or commodities, and explain how marking would impair the item's or commodity's functionality.

- (v) For Presumptive Exception (v), explain why marking would not be cost beneficial or practical.
- (vi) For Presumptive Exception (vi), identify the relevant cultural or social norm, and explain why marking would violate that norm or otherwise be inappropriate.
- (vii) For Presumptive Exception (vii), identify the applicable international law violated by marking.
- (3) The Agreement Officer will review the request for adequacy and reasonableness. In consultation with the Agreement Officer's Representative and other agency personnel as necessary, the Agreement Officer will approve or disapprove the requested Presumptive Exception. Approved exceptions will be made part of the approved Marking Plan, and will apply for the term of the award, unless provided otherwise.
- (e) **Award Criteria:** The Agreement Officer will review the Marking Plan for adequacy and reasonableness, ensuring that it contains sufficient detail and information concerning public communications, commodities, and program materials that will visibly bear the USAID Identity. The Agreement Officer will evaluate the plan to ensure that it is consistent with the stated objectives of the award; with the applicant's actual project, activity, or program performance plan; and with the regulatory requirements of 22 C.F.R. 226.91. The Agreement Officer will approve or disapprove any requested Presumptive Exceptions (see paragraph (d)) on the basis of adequacy and reasonableness. The Agreement Officer may obtain advice and recommendations from technical experts while performing the evaluation.

MARKING UNDER ASSISTANCE INSTRUMENTS (DEC 2005)

(a) Definitions

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

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

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

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

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

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

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

(b) Marking of Program Deliverables

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

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

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

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

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

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

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

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

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

“As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient’s, sub recipient’s, other donor’s or third party’s is required. In the event the recipient chooses not to require marking with its own identity

or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.”

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

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

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

(c) Implementation of marking requirements.

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

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within 45 days after the effective date of this provision. The plan will include:

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

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

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

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

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

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

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

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

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

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

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

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

(d) Waivers.

(1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required

marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The recipient will submit the request through the Agreement Officer's Representative. The Principal Officer is responsible for approvals or disapprovals of waiver requests.

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

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

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

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

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

BRANDING STRATEGY -ASSISTANCE (December 2005)

(a) Definitions

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

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

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

(b) Submission

The Apparently Successful Applicant, upon request of the Agreement Officer, will submit and negotiate a Branding Strategy. The Branding Strategy will be included in and made a part of the resulting grant or cooperative agreement. The Branding Strategy will be negotiated within the time that the Agreement Officer specifies. Failure to submit and negotiate a Branding Strategy

will make the Applicant ineligible for award of a grant or cooperative agreement. The Apparently Successful Applicant must include all estimated costs associated with branding and marking USAID programs, such as plaques, stickers, banners, press events and materials, and the like.

(c) Submission Requirements

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

(1) Positioning

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

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

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

For example: School #123, rehabilitated by USAID and [Apparently Successful Applicant]/ [other donors]. Note: the Agency prefers "made possible by (or with) the generous support of the American People" next to the USAID Identity in acknowledging our contribution, instead of the phrase "funded by." USAID prefers local language translations.

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

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

(2) Program Communications and Publicity

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

Guidelines: Please include direct beneficiaries and any special target segments or influencers.

For Example: Primary audience: schoolgirls age 8-12, Secondary audience: teachers and parents-specifically mothers. What communications or program materials will be used to explain or market the program to beneficiaries?

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

What is the main program message(s)?

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

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

Guidelines: These may include media releases, press conferences, public events, and so forth.

Note: incorporating the message, "USAID from the American People", and the USAID Identity is required.

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

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

(3) Acknowledgements

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

cosponsor?

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

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

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

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

B. Standard Provisions

I. All mandatory standard provisions shall be incorporated into the resultant award. The standard provisions for U.S. Nongovernmental Organizations may be accessed at the following location:

Standard Provisions for U.S. Nongovernmental Recipients can be accessed through following URL: <http://www.usaid.gov/policy/ads/300/303maa.pdf>

Standard Provisions for Cost type Awards to Public International Organizations can be accessed through following URL: <http://transition.usaid.gov/policy/ads/300/308mab.pdf>

II. The following Required as Applicable Standard Provisions which are indicated below in full text should be specially noted by the prospective Applicants:

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 Procurement, 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]

PUBLIC NOTICES (MARCH 2004)

It is USAID's policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Press releases or other public notices should 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 120 countries worldwide." The recipient may call on USAID's Bureau for Legislative and Public Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the cognizant Technical Officer and to USAID's Bureau for Legislative and Public Affairs as far in advance of release as possible.

[END OF PROVISION]

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]

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]

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]

C. USAID/West Bank and Gaza Special Provisions

PROHIBITION AGAINST SUPPORT FOR TERRORISM

(a) The Recipient is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Recipient to ensure compliance with these Executive Orders and laws.

(b) One of the applicable orders is Executive Order 13224, dated September 24, 2001. The website of the Office of Foreign Assets Control (OFAC) of the Department of Treasury contains the text of that order and a list of the individuals and entities designated thereunder. It also contains lists of individuals and entities designated under other anti-terrorism statutes, regulations and Executive Orders. See <http://www.treasury.gov/offices/enforcement/ofac/sdn/>.

(c) USAID reserves the right to review, and either approve or reject, the following subawards if proposed under this contract/agreement: (i) any contract or subcontract in excess of \$25,000 with a non-U.S. organization or individual; and (ii) any grant or subgrant to a non-U.S. organization or individual, regardless of the dollar value. Furthermore, the written consent of USAID is required before certain other forms of assistance may be provided to a non-U.S. organization or individual. These include in-kind assistance such as renovation of an NGO's facilities, repair or replacement of a company's equipment, and certain training activities. The details of these requirements are described in notices issued by USAID/West Bank & Gaza from time to time. No approval (or failure to disapprove) by USAID shall relieve the Recipient of its legal obligation to comply with applicable Executive Orders and laws.

(d) USAID reserves the right to rescind approval for a subaward in the event that USAID subsequently becomes aware of information indicating that the subaward is contrary to U.S. law or policy prohibiting support for terrorism. In such cases, USAID's Contracting/Agreement Officer will provide written instructions to the Recipient to terminate the subaward.

(e) USAID reserves the right to terminate this contract/agreement if USAID determines that the Recipient is involved in or advocates terrorist activity or has failed to comply with any of the requirements of this provision.

(f) This provision, including this paragraph (f), shall be included in all contracts, subcontracts, grants and subgrants issued under this contract/agreement. The Recipient shall promptly provide to USAID's Contracting/Agreement Officer a copy of the pages from each subaward that contain this provision.

(g) The Recipient agrees to promptly notify USAID's Assistance Officer Technical Representative (AOTR) in the event of any change in the identity of its "key individuals" or in the identity of "key individuals" of any recipient of a subaward described in paragraph (c). For purposes of this requirement, "key individuals" means (i) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees); (ii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (iii) the program manager or chief of party for the USAID-financed program; and (iv) any other person with significant responsibilities for administration of USAID-financed activities or resources. Note that this definition differs from the definition of "key personnel" under contracts and cooperative agreements.

(h) Before awarding any grant or similar instrument providing [cash or in-kind assistance under this contract][cash assistance under this agreement], the Recipient shall (1) obtain from the proposed subawardee the certification required under USAID's Acquisition and Assistance Policy

Determination 04-14 (AAPD 04-14), “Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2),” and (2) provide a copy of the certification to USAID’s Agreement Officer.

SUBCONTRACTING WITH GOVERNMENT OR QUASI-GOVERNMENT ENTITIES

No subcontracting with any government or quasi-government entity shall be conducted under this Agreement unless a specific waiver is approved for this purpose.

PROHIBITION AGAINST CASH ASSISTANCE TO THE PALESTINIAN AUTHORITY (Revised SEPT 2009)

U.S. legislation provides that none of the funding under this Award may be “obligated or expended with respect to providing funds to the Palestinian Authority.” In accordance with that prohibition, the Recipient shall not provide any cash to the Palestinian Authority; to any ministry, agency or instrumentality of the Palestinian Authority; to any municipality or other local government unit; or to any full-time or part-time employee or official of any of the foregoing entities. This restriction applies to payments of any kind, including salaries, stipends, fees, honoraria, per diem, and so forth.

This restriction does not prohibit the provision of in-kind assistance, such as technical assistance, training, equipment, supplies, or the construction of public works to the extent it is not otherwise prohibited by U.S. law or the terms of this Contract/Agreement.

This provision shall be included in all contracts, subcontracts, grants and subgrants or any other instruments or awards issued under this Contract/Agreement. Upon request, the Recipient shall promptly provide to USAID’s Contracting/Agreement Officer a copy of the pages from each subaward that contains this provision.

RESTRICTION ON FACILITY NAMES (OCT 2007)

(a) No assistance shall be provided under this contract/agreement for any school, community center or other facility that is named after any person or group of persons that has advocated, sponsored or committed acts of terrorism. This includes any facility that has “shuhada” or “shaheed” (“martyr” or “martyrs”) in its name, unless an exception is approved by the USAID Mission Director. In any case where assistance is proposed for a facility that is named after, or is planned to be named after, a person or group of persons, the Recipient shall provide to USAID’s Agreement Officer Technical Representative (AOTR) written information about the person(s) or group and shall not proceed with the assistance unless or until the AOTR has provided written approval therefore. This restriction applies to all forms of cash or in-kind assistance, including construction services, equipment, supplies, technical assistance, and training.

(b) In case of any failure to comply with this restriction, USAID may disallow any or all costs incurred by the Recipient with respect to the facility and, if necessary, issue a bill for collection for the amount owed. This is in addition to any other remedies that may be available to USAID for such noncompliance.

(c) This provision, including this paragraph (c), shall be included in all contracts, subcontracts, grants and subgrants issued under this contract/agreement. Upon request, the Recipient shall promptly provide to USAID’s Contracting/Agreement Officer a copy of the pages from each subaward that contain this provision.

REPORTING OF FOREIGN TAXES

- (a) The awardee must annually submit one report by April 6 of the next year. The reporting period will cover from October 1 to September 30.
- (b) Contents of Report. The reports must be in the format provided in Annex A VAT Guidance and contain:
 - (i) Recipient name.
 - (ii) Contact name with phone, fax and email.
 - (iii) Award number(s); separate report needs to be provided for each award.
 - (iv) Amount of foreign taxes assessed by the Palestinian Authority on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for the Palestinian Authority involves the purchase of commodities in Israel using foreign assistance funds, any taxes imposed by Israel would not be reported.
 - (vi) Any reimbursements on the taxes reported in (iv) received by the recipient through March 31. Any refund from the Palestinian Authority that is received directly by the awardee should be reflected. For refunds processed by USAID, we will fill in the VAT refunded amount. If a VAT refund receipt was provided to USAID for refund processing the awardee will need to provide the month under which the claim was submitted to USAID and the serial number of the invoice as included in the claim.
 - (vii) Reports are required even if the recipient did not pay any taxes during the report period.
 - (viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
 - (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (ii) "Commodity" means any material, article, supply, goods, or equipment.
 - (iii) "Foreign government" includes only a Palestinian Authority entity.
 - (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports by either of the following means:
email attachment (preferred): 579vat@usaid.gov or fax to 972-3-511-4888, attention Mr. Issa Hanna.
- (e) Subagreements. The awardee must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm>

PARTICIPANT TRAINING

In accordance with ADS 253, all participant training programs and sub-programs, directly or indirectly funded by USAID, shall be reported by the Recipient in the Agency's Training Results and Information Network (TraiNet) and the Recipient shall comply with all reporting and file documentation requirements of ADS Chapter 253. In addition, the Recipient shall report on training program and sub-program expenditures under the three cost categories captured by TraiNet: Instruction, Participant/Trainee and Travel in accordance with ADS 253.3.3

The Recipient shall comply with all regulations in accordance with ADS Chapter 252 for any participant training programs or sub-programs that are conducted in the U.S.

CAPITAL ASSISTANCE (611e REQUIREMENTS)

Prior to committing any USAID funds for capital assistance projects proposed under this Agreement, including mechanical items and other equipment that will be purchased for use by local partners, the Grantee will provide USAID with sufficient information to determine that Palestinian counterpart institutions and communities have the capacity to maintain and utilize the assistance effectively. Upon review and analysis of information provided, USAID West Bank and Gaza will advise the Grantee when and if all AID regulations for proceeding with capital assistance have been met.

PROHIBITION ON ASSISTANCE TO THE PALESTINIAN BROADCASTING CORPORATION

- a) U.S. legislation provides that none of USAID's funding "may be used to provide equipment, technical support, consulting services, or any other form of assistance to the Palestinian Broadcasting Corporation." In accordance with this prohibition, the Grantee shall not provide any assistance to the Palestinian Broadcasting Corporation.
- b) This provision, including this paragraph (b), shall be included in all contracts, subcontracts, grants and subgrants issued under this grant.

USAID/WEST BANK AND GAZA MISSION PARTNER CONTRACTED AUDIT PROGRAM (PCA)

Since Fiscal Year 2003, the U.S. Congress has mandated in its annual appropriations laws that the USAID shall ensure that all contractors and grantees, and significant sub-contractors and sub-grantees, under the West Bank and Gaza Program be subject to Federal or non-Federal audits at least annually.

Recipient/s and significant sub-awardees under any resultant award from this RFA will be required to adhere to the above requirement and therefore are subject to audit under the WBG Partner Contracted Audit (PCA) program at least annually. USAID/WBG is responsible for managing the Mission's PCA program.

Applicants shall follow the guidance provided in the "USAID/WBG Partner Contracted Audit Guidelines" which are posted on the Mission's web-site at the following address <http://www.usaid.gov/wbg/audit.html>. The successful applicant will be required to contract one of the independent audit firms that have been approved by the Regional Inspector General/Cairo to fulfill the annual audit requirements under their award.

The Prime Recipient as well as the sub-awardees must maintain complete records and proper documentation pertaining to their awards for auditing purposes.

VALUE ADDED TAX AND CUSTOMS DUTIES

Pursuant to agreements with the Palestinian Authority (PA) and the Government of Israel (GOI), all imports and expenditures under this award by the Grantee and by non-local sub grantees and subcontractors (as defined below) will be exempt from Value-Added Tax (VAT) and customs duties imposed by the PA and from customs duties imposed by the GOI. Therefore, in accordance with paragraph 51 of OMB Circular No. A-122, Annex A, such VAT and customs duties shall not constitute allowable costs under this award. No exemptions from VAT imposed by the GOI are available through USAID. Therefore, Israeli VAT is an allowable cost under this award, except for VAT from which exemptions are available to the Grantee directly.

The Grantee and any non-local subgrantees or subcontractors shall make reasonable efforts to avoid Palestinian VAT at the point of sale by obtaining 0% VAT exemption. USAID will assist the Grantee to obtain zero percent (0%) VAT status from the PA. The Grantee shall use this exemption to avoid paying any PA VAT to local subcontractors and vendors by obtaining approval from the PA VAT Department for suppliers to issue 0% VAT invoices.

In cases where Israeli and Palestinian VAT cannot be avoided, the Grantee shall obtain original VAT receipts from the vendors. Receipts must be submitted to USAID's Financial Management Office on a monthly basis to enable USAID to process refund claims with VAT authorities. The Grantee is responsible for ensuring that sub grantees or subcontractors comply with this requirement. All VAT claims for the sub grantees and subcontractors shall be submitted to USAID through Grantee. (*Please refer to VAT Guidance dated April 2, 2003 issued to USAID WBG Contractors and Grantees - see Annex A*). Receipts for sub grantees and subcontractors must be addressed to the project name /Grantee to enable USAID to claim refunds.

Grantees that already have exemption mechanisms in place with the GOI and/or the PA should continue to follow those procedures. Any refund of taxes received directly by the Grantees which were allowed as award costs, should be credited either as a cost reduction or cash refund, as appropriate, to USAID.

"Non-local sub grantees and subcontractors" means sub grantees and subcontractors that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt foreign donors."

D. Reporting Requirements

The Recipient shall adhere to all reporting requirements listed below solely with respect to USAID-funded activities. All reports as required shall be submitted by the due date for approval of the USAID Agreement Officer's Representative (AOR) designated by USAID/WBG's Agreement Officer in the AOR Designation Letter.

a. Financial Reporting

The Recipient shall submit an original and two copies. Financial Reports shall be in keeping with 22 CFR 226.52.

- a) In accordance with 22 CFR 226.52, the Recipient shall submit the Federal Financial

Form SF-425 on a quarterly basis via electronic format to the U.S. Department of Health and Human Services (<http://www.dpm.psc.gov>) with a copy to the Agreement Officer's Representative (AOR).

- b) The Recipient must submit the original and two copies of all final financial reports to USAID/Washington M/CFO/CMP-LOC Unit, to the Agreement Officer and to the AOR. The Recipient must submit an electronic version of the final SF-425 to U.S. Department of Health and Human Services in accordance with paragraph (a) above.

b. Program Reporting

1. Implementation Plan

Timing: Within 60 days following award, the Recipient shall submit the first annual work plan. Attached to the initial work plan, the Recipient will provide a Performance Management Plan (PMP). USAID will provide written comments to the Recipient. The Recipient will revise and submit the revised work plan no later than 15 days after receipt of comments. If acceptable, the USAID Agreement Office Representative (AOR) will provide a written approval of the final work plan to the Recipient. Failure to have an approved work plan in place may be viewed as a failure to comply with essential terms and conditions of the award.

Subsequent Annual Work Plans: Subsequent annual work plans are due no later than 30 days before the anniversary of the award effective date, to ensure that the new work plan will be in place prior to commencement of the new contract year. These plans will follow the same format as the initial work plan and should also include an updated PMP, if appropriate. In addition, the subsequent annual work plan shall include program adjustments reflecting lessons learned from prior year implementation.

Purpose: The work plan details how the Recipient will use this time effectively to achieve the award's objectives. The work plan serves as a detailed guide to program implementation and, once approved, represents an agreement as to the nature and timing of discreet tasks and interventions. Discreet tasks include training events, workshops and seminars, outreach events, and information dissemination activities such as publications and reports. It is essential that the document be concise so as to ensure that it will be a simple reference tool for the implementer to track progress against the approved implementation schedule, and for USAID to monitor and evaluate performance through the work plan year and to ensure that award objectives are accomplished on time, on budget, and in accordance with expectations. Each annual plan will form the basis for an annual management review conducted by USAID and program staff to assess program directions, priorities, achievements, and prior year implementation results, as well as management and implementation impediments, and to make recommendations for revisions, as appropriate.

Work Plan Standards: Work plans will identify a logical sequence of steps to be undertaken to implement each program component and must include an associated timetable. The Recipient may not include activities in the work plan that fall outside the parameters of the statement of work. The Recipient's annual work plan will describe how the Recipient intends to organize the year's work including setting program priorities and how the Recipient will organize responsibilities amongst Recipient staff to ensure accomplishment of the tasks. The work plan will address how the Recipient will make effective use of any time during which counterparts are not readily accessible or actively engaged such as holidays.

The work plan, at a minimum, is to include:

1. A systematic presentation (i.e., Gantt chart) of activities to be accomplished under the different components and sub-components, on a monthly basis;
2. The proposed location of the activity;
3. The anticipated outputs and outcomes from each activity conducted;
4. The anticipated level of effort required from program technical staff and financial resources required to complete the tasks;
5. The identification of any assumptions used in preparing the work plan, as well as suggested alternatives if necessary;
6. The anticipated risks with regard to achieving the anticipated objectives of the award and how they will be mitigated; and
7. Any specific award terms or conditions that interfere with maximizing the developmental impact of the award.

2. Performance Management Plan (PMP)

Purpose: The Recipient is required to have a PMP capable of tracking and documenting progress against program components. The PMP reflects the award progress over the life of the program and is a critical tool for planning, managing, documenting, and evaluating performance. The PMP should be reviewed and validated annually, and revised if appropriate.

The PMP will include:

1. A Results Framework (RF) and simplified Foreign Assistance Framework that reflect the objectives described in the award;
2. The indicators that will be used to assess progress towards the program goals and intermediate results;
3. The data sources and method and frequency of data collection, review, analysis and reporting;
4. The parties responsible for data collection;
5. The baseline data or the plan and timeline for gathering the baseline data;
6. The estimated cost associated with implementing this PMP;
7. Targets for each indicator year;
8. The Data Quality Assessment (DQA) plan and procedures; and
9. The Evaluation Plan and how the evaluation results will be used to inform program implementation.
10. A description of how gender considerations will be integrated into program implementation and the monitoring and evaluation.

3. Quarterly Performance Reports

Timing: Reports are to be submitted within 30 work days of the end of each calendar quarter.

Purpose: The Contractor will submit brief quarterly performance reports and financial allocation summaries to USAID to reflect progress and activities of the preceding quarter. The report shall describe the tasks completed in the last quarter relative to what was anticipated by the approved work plan, and will assess overall program impact to date relative to the performance indicator targets.

The quarterly reports will highlight any issues or problems affecting the schedule or impact of services provided by the Contractor. The reports will include financial information on the

expenses incurred, available funding for the remainder of the activity and any variances from planned expenditures. All data and output reporting will disaggregate data by gender.

Quarterly performance reports will present progress on all program activities and will include the following information, at a minimum:

1. Brief outline of program purpose and program approach;
2. Overall status of project progress towards project objectives (narrative);
3. Status of overall program progress per the approved indicators as defined in the PMP;
4. Summary of completed activities and progress towards results under this award during the timeframe of the report;
5. List of reports/deliverables completed in the reporting period;
6. Explanation of quantifiable outputs of the tasks, if appropriate and applicable;
7. Reasons why established targets were not met, if appropriate;
8. Description of any short-term consultants' progress and observations, identifying any significant issues, and a description of follow-on activities;
9. Status of budget expenditures and analysis of any cost overruns or high unit costs (the contractor shall immediately notify USAID of developments that have a significant impact on award-supported activities);
10. Identification of problems, delays or adverse conditions that impair the ability to meet the objectives of the award, including a statement of the action taken or contemplated, and any assistance needed to resolve the situation;
11. List of major activities planned for the next quarter;
12. The use of Small and Disadvantaged Business relative to the target identified;
13. Any relevant constraints or impediments that have affected or will affect program performance, including any terms and conditions contained in the award;
14. Projected USAID approvals, waivers or deviation requests anticipated during the next quarter;
15. Confirmation that TraiNet reporting requirements are up to date and that relevant activities and data have been entered in to Geo-Mis (a list of activities added or updated in Geo-Mis during the quarter should be attached); and
16. The status of required audit processes including for sub-awardees, if applicable.

4. Annual Performance Report

Timing: The Recipient shall submit annual reports in lieu of the 4th quarterly report each year to the AOR and to the Agreement Officer. The annual report should be submitted no later than 90 days after the end of each award year other than the last, when the final report will be submitted.

Purpose: The annual report will cover all of the items included in the quarterly reports, with a focus on program results over the entire contract year. The annual report will be used by USAID to assess the status of the program in relation to the time remaining for performance. Each annual report will include an assessment as to whether the objective of the award will be accomplished within the remaining time and available resources.

In addition, the Recipient should include an assessment as to the effectiveness of the PMP in measuring project impact including:

1. The status of evaluation activities including the establishment of baseline data;
2. The appropriateness of the data collected to measure project impact;
3. The identification of unanticipated challenges in the collection of evaluation data;
4. The appropriateness of the overall PMP to measure impact and any proposed revisions thereto;

5. Practical or political factors that should be considered when analyzing the performance data; and
6. The effectiveness of the evaluation activities to inform programming.

5. Final Report

Timing: The final performance report is due 90 calendar days after the expiration or termination of the award.

The final report shall provide a summary description of all work performed under the award and a substantive discussion of results achieved (as measured by performance indicator). The final report should include the final status of each component objective, the status of indicators relative to the established targets, lessons learned, ways to resolve any constraints identified, any opportunities for further refinement, enhancement, logical extension, or expansion of the completed work and how it fits into USAID's strategic objectives and any perceived problems, vulnerabilities, or weaknesses in the assistance provided, with recommendations for addressing the identified weaknesses.

The final report shall also contain an index of all reports and informational products produced under this contract. Along with the Final Report, a CD-ROM depository shall be submitted, containing all written documents, reports and presentations. The depository shall be organized in a user-friendly and searchable manner.

The Recipient shall submit electronically in PDF format the final report to the USAID/West Bank and Gaza AOR. In addition, one copy shall be submitted to USAID Development Experience Clearinghouse to one of the following:

(a) via U.S. Postal Service,
ATTN: 8403 Colesville Road, Suite 210,
Silver Spring, MD 20910;

(b) via e-mail: docsubmit@dec.cdie.org;

(c) via fax: (301) 588-7787; or

(d) online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

6. GEOGRAPHIC MANAGEMENT INFORMATION SYSTEM (Geo-MIS)

In support of USAID/WBG's Geo-MIS initiative, the Recipient will report and provide Geo-MIS related information on all USAID-funded activities.

a. An initial Geo-MIS report shall be submitted within 30 days from approval of the Implementation Plan with follow-on reports following every thirty (30) days (monthly) thereafter. Those monthly reports shall be submitted via e-mail to the AOTR and Geo-MIS manager; and include a summary of actions taken by the recipient in regard to data entry and updates in the Geo-MIS system over the internet, and a list of Geo-MIS activities added, updated or closed.

b. Recipient regular quarterly reports/annual reports shall include a section on Geo-MIS actions taken in that period as well as a list of activities added, updated or closed.

c. The Final Report will reflect that all activities have been fully Geo-MIS reported. Close out actions will not be concluded until such reporting has been completed. Geo-MIS reporting shall be submitted through the internet application available at your office via accessing the Mission Geo-MIS domain URL: www.usaidgiswbg.com

d. The Recipient is required to report activity related fields of data and list of output indicators on monthly basis, and program related fields/narratives, PMP indicators and OP indicators on quarterly basis.³;

e. Details as to the reporting form and format are published at URL: www.usaidgiswbg.com. Registration for access to and questions regarding the use of the Geo-MIS web site and reporting are to be directed to USAID/WBG/PPDO and the AOTR. The AOTR will arrange for Geo-MIS training, lead the PMP development efforts and data quality assessments/verifications of Geo-MIS data.

f. The Recipient staff will be provided Geo-MIS training by USAID/WBG/PPDO, This training will be directed toward basic functions of the Geo-MIS and enabling the Recipient to report its work through the system and to use it as a Management Information System (MIS tool) including how to add/update and verify activities and program related info on a monthly and quarterly basis. The Recipient will appoint a member of its staff for training, as responsible for executing the Geo-MIS reports, to serve as liaison with USAID, and participate in GIS working groups.

[END SECTION VI]

³ PMP: Performance Management Plan; OP: Operational Plan.

SECTION VII – OTHER INFORMATION

A. Applicable Regulations & References

- ADS Series 300 Acquisition and Assistance
<http://www.usaid.gov/pubs/ads/>
- Mandatory Standard Provisions for U.S., Nongovernmental Recipients
<http://www.usaid.gov/pubs/ads/300/303maa.pdf>
- Mandatory Standard Provisions for Non-U.S. Nongovernmental Recipients:
<http://www.usaid.gov/policy/ads/300/303mab.pdf>
- 22 CFR 226
http://www.access.gpo.gov/nara/cfr/waisidx_02/22cfr226_02.html
- OMB Circular A-122
<http://www.whitehouse.gov/omb/circulars/a122/a122.html>
- OMB Circular A-110
<http://www.whitehouse.gov/omb/circulars/a110/a110.html>
- SF-424 Downloads
http://www.grants.gov/agencies/aapproved_standard_forms.jsp
- Reference to USAID West Bank and Gaza Mission Notices to Contractors and Grantees <http://www.usaid.gov/wbg/business.htm> (Applicants should take note of the notices that are posted on the USAID/West Bank Gaza website under Partners Resources)

B. Annexes

Annex A: VAT Guidance

Annex B: Ruwwad Evaluation Recommendations

[END SECTION VII]



U.S. AGENCY FOR
INTERNATIONAL
DEVELOPMENT

**ANNEX A: VAT Guidance dated
April 2, 2003 issued to USAID
WBG Contractors and Grantees**

APRIL 2, 2003

NOTICE FOR USAID CONTRACTORS AND GRANTEES

SUBJECT: VAT GUIDANCE

As per the guidance provided to all contractors and grantees in our letter of July 30th, 2002, VAT is an extremely sensitive and important issue for our Mission. Careful attention must be paid to avoiding VAT whenever possible and, failing that, obtaining valid VAT receipts so that USAID may seek VAT refunds from tax authorities. Failure to do so could put the Mission's programs in jeopardy and possibly lead to a USAID determination that VAT costs are unallowable.

USAID will reimburse contractors and grantees for Israeli and Palestinian VAT if and only if the following procedures are followed:

1. For Grantees, reasonable efforts must be made to avoid Israeli and Palestinian VAT at the point of sale whenever possible. This includes taking all reasonable steps to obtain a 0% VAT exemption from the Palestinian Authority before making any further purchases. Grantees that already have exemption mechanisms in place with Israel and/or the PA should continue to follow those procedures.
2. For grantees that recently received a 0% VAT exemption from the Palestinian VAT department, they are required to pass these exemptions to their partners (i.e. suppliers, vendors, and contractors), by sending a letter to the VAT Department notifying it about the partner, description of the transaction and the amount of the transaction before the purchase is completed.
3. For both Contractors and Grantees, in cases where Israeli or Palestinian VAT cannot be avoided at the point of sale, original VAT receipts must be obtained from all vendors that are legally authorized to issue such receipts. To be considered valid and acceptable, receipts must conform to the requirements stated in the checklist attached to this notice. Receipts shall be submitted to USAID's Financial Management Office on a monthly basis, no later than the fifteenth day after the end of the month. This will enable USAID to process refund claims with VAT authorities on a timely basis.

Financial Management Office
Att. VAT Coordinator, USAID
c/o American Embassy
71 Hayarkon Street,
Tel Aviv 63903

Failure to comply with both of these requirements may result in a determination that the VAT costs in question are unallowable under your contract or grant, in which case those costs would be financed from your organization's own funds.

Given that USAID will be reimbursing VAT expenses in contractor and grantee billings that are charged as disbursement to the contracts/grants, the refunds, once received, will be recorded as off-sets to the applicable contract or grant by USAID.

Please note that separate procedures will be provided for processing refunds for contractors and grantees under Letter of Credit (LOC) method of payment.

Please submit the original VAT receipts and one copy to USAID. In addition, contractors and grantees must retain on file copies of receipts and related documentation reflecting their VAT submissions to USAID. This is needed to avoid the risk that VAT costs may be questioned during an audit and possibly disallowed.

In addition, we have attached for your use 2 matrixes, one for the Israeli and one for Palestinian VAT submissions. Please keep the following guidance in mind when submitting this document to USAID:

1. Report the VAT invoices in the correct chronological order. i.e. start from the first of the month through to the 30th.
2. Provide a hard and electronic copy of the form with the respective receipts attached to each one in order to avoid confusion. -
3. The electronic copy has to be sent to ilpavat@usaid.gov.
4. Attach all related supporting documents to each receipt with that invoice.
5. Submit this form, receipts and supporting documents no later than the 15th of the following month.
6. You will notice that we have entered some figures already on the matrix. This is just to provide you with an example and to activate the formulas. Kindly replace those with your own figures.
7. For any specific issues with regards to the VAT, please contact Ms. Abeer Odeh, our Supervisor Financial Analyst, at 03-511-4806, 050 259407, and 059 246777 or at e-mail aodeh@usaid.gov.

The requirements discussed in this notice apply to not just prime contracts and grants, but also subcontracts and sub-grants with non-local entities – that is, entities that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt donors.

USAID provided some guidance with regards to this issue in July 2002. However, some partners have failed to report their VAT in a timely manner. Therefore, we hereby request that all Contractors and Grantees report to us by COB noon April 21st, 2003, all pending invoices from January 1st, 2002 until the present.

We thank you for your cooperation in this matter.

Attachments:

1. VAT Invoices Required Attributes
2. VAT Refund Sheet – Includes 2 documents for the Israeli and the Palestinian VAT respectively.

07/30/2002

NOTICE FOR USAID CONTRACTORS AND GRANTEES

Subject: VAT GUIDANCE

As discussed at previous meetings with contractors and grantees, VAT is an extremely sensitive and important issue for our Mission. Careful attention must be paid to avoiding VAT whenever possible and, failing that, obtaining valid VAT receipts so that USAID may seek VAT refunds from tax authorities. Failure to do so could put the Mission's programs in jeopardy and possibly lead to a USAID determination that VAT costs are unallowable.

The Mission is continuing its dialogue with Palestinian VAT authorities to effect broad implementation of a 0% VAT procedure whereby VAT expenses would be avoided at the point of sale. In the meantime, for both Israeli and Palestinian VAT, USAID will reimburse contractors and grantees for incurred costs in accordance with the payment provisions of their agreements; provided, however, that the following procedures are followed:

1. Reasonable efforts must be made to avoid Israeli and Palestinian VAT at the point of sale whenever possible. Those contractors and grantees that have exemption mechanisms in place should continue to follow those.
2. In cases where Israeli or Palestinian VAT cannot be avoided at the point of sale, original VAT receipts must be obtained from all vendors that are legally authorized to issue such receipts. To be considered valid and acceptable, receipts must conform to the requirements stated in the checklist attached to this notice. Receipts shall be submitted to USAID's Financial Management Office on a monthly basis, no later than the fifteenth day after the end of the month. This will enable USAID to process refund claims with VAT authorities on a timely basis.

Failure to comply with both of these requirements may result in a determination that the VAT costs in question are unallowable under your contract or grant, in which case those costs would be financed from your organization's own funds.

Since USAID will be reimbursing VAT expenses in contractor and grantee billings, the refunds, when received, will be deposited to the account of USAID.

In addition to submitting original VAT receipts to USAID, contractors and grantees must retain on file copies of receipts and related documentation reflecting their VAT submissions to USAID. This is needed to avoid the risk that VAT costs may be questioned during an audit and possibly disallowed.

The requirements discussed in this notice apply to not just prime contracts and grants, but also subcontracts and subgrants with non-local entities – that is, entities that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt donors.

If you have any questions, please contact Robert Bonnaffon (03-511-4880) or Leonel Pizarro (03-511-4852)

Attachment: a/s

VAT INVOICES REQUIRED ATTRIBUTES

ISRAELI VAT INVOICES

The following information is required on Israeli VAT invoices in order for them to be accepted for purposes tax refunds:

- Vendor's name
- Invoice date
- Vendor's tax identification number (TIN)
- Tax invoice number
- Document must be an original, copies are not accepted
- The document must indicate on its face that it is a tax invoice... a hishbunit mas, or in Hebrew: **חשבונית מס**

PALESTINIAN VAT INVOICES

The following information is required on Palestinian VAT invoices in order for them to be accepted for purposes of tax refunds:

- The purchaser's name and address
- Name of the vendor
- The document must state "Authorized Dealer" and then the dealer number. For example:
- The document must state on its face that it is a "Tax Invoice" and an invoice number. For example: فاتورة ضريبية
- The invoice must state on its face "Original". For example: النسخة الاصلية

END OF ANNEX A