USAID | WEST AFRICA
FROM THE AMERICAN PEOPLE

Funding Opportunity

Issuance Date:	**March 20, *2012 Accra Time***
RFA Clarification Questions Due:	**C.O.B. of March 29, 2012 Accra Time**
Pre-Award Conference – date & Place/Location:	**TBD**
Closing Date and Time for Application Submission:	**C.O.B. of April 19, 2012 Accra Time**

Subject: Request for Applications (RFA) Number: USAID/WA - **RFA-624-12-00005** entitled **WEST AFRICA SEED PROGRAM (WASP)**

Ladies and Gentlemen:

The United States Agency for International Development (USAID) in West Africa is seeking applications for Assistance Agreement from **Local/Regional African organizations** for funding to support a program entitled "**WEST AFRICA SEED PROGRAM (WASP)**." The overall goal of this regional program is to expand the production and availability of quality improved certified seed, both OPVs and hybrids, from approximately 13% to 25% over five years in West Africa through the private sector. The authority for the RFA is found in the Foreign Assistance Act of 1961, as amended. Please refer to the attached Program Description for a complete statement of goals and expected results (See ANNEXURE – A).

All reasonable, allocable, and allowable expenses, both direct and indirect, which are related to the grant program and are in accordance with applicable cost standards (22 CFR 226, OMB Circular A-122 for non-profit organization, OMB Circular A-21 for universities, and the Federal Acquisition Regulation (FAR) Part 31 for-profit organizations), may be paid under the Cooperative Agreement. Please note that no profit/fee is allowed under assistance. Forgone profit does not qualify as cost-sharing or leveraging.

USAID/WA expects to award a Cooperative Agreement based on this RFA. Subject to the availability of funds, USAID/WA intends to provide approximately $9,000,000 in total USAID funding to be allocated over the five (5) year period. USAID/WA however, reserves the right to fund or not to enter into any awards. Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of an application.

All guidance included in this RFA takes precedence over any reference documents referred to in the RFA. In the event of an inconsistency between the documents comprising this RFA, it shall be resolved at the discretion of the Agreement Officer.

A pre-award conference is anticipated to be conducted on a date to be decided at a place/location to be determined. Further details will be announced in an amendment to this RFA. It is imperative that interested parties send their contact details (name, title, contact email) for all those within their organization who may attend the pre-award conference at the organizations expense. This information should be sent to Antoinnette Djahlin at adjahlin@usaid.gov with a copy to Naveen Srivastava by C.O.B. of March 29, 2012. The purpose of the pre-award conference is to answer questions and provide clarifications on this RFA and application process. It is also an opportunity for interested parties to network in the course of forming partnerships.

The applicant shall submit applications in electronic copy format as described in Section IV. Application must be received by the closing date and time indicated at the top of this cover letter. Late application will not be considered for award. Application must be directly responsive to the terms and conditions of this RFA. Telegraphic or fax application (entire proposal) are not authorized for this RFA and will not be accepted.

U.S. Agency for International Development
West Africa Regional Program
No. 24 Fourth Circular Rd. CT
P.O.Box 1630, Accra-Ghana
Tel: 233-21-741200
Fax: 233-21-741365
www.usaid.gov/missions/warp

Any clarification questions concerning this RFA should be submitted in writing to Naveen Srivastava via email at nsrivastava@usaid.gov with a copy to Yves Kore at ykore@usaid.gov by the deadlines listed above.

Sincerely,

Martina Wills

Martina Wills
Regional Agreement Officer
USAID/WA

ANNEXUREs:

A. Program Description
B. Additional Guidance - SAMPLE BUDGET
C. Certificate of Compliance
D. Sample Format for Branding Strategy & Marking Plan
E. Standard Provisions for **NON-U.S.** Nongovernmental Recipients

I. Funding Opportunity 1
II. Award Information 4
III. Eligibility Information 5
IV. Application and Submission Information 5
V. Application Review Information 14
VI. Award Administration Information 16
VII. Agency Contacts 17
VIII. Other Information 17

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".

I. Funding Opportunity Description

The objective of USAID's WASP is to build on the work done by USAID/WA's WASA Program to expand the production and availability of quality improved certified seed, both OPVs and hybrids, from approximately 12% to 25% over five years in West Africa through the private sector. Special efforts will be made to ensure that poorer farmers' including women benefit, but the goal is getting all levels of farmers using more certified seed.

While continued assistance to government breeders is absolutely critical, long-term sustainability of foundation and certified seed production should rest with the private sector. WASP emphasis will continue to be on the use of market-driven mechanisms to promote the effective use of and access to improved seeds, and to enable local seed companies to respond to the anticipated increases in demand for improved quality seeds as the agriculture sector becomes science-based and transformed through the adoption of modern technologies to raise productivity. There will be increased emphasis on building an effective alliance and determining what the priorities are regionally and in each country so that the end result is one strategy that all partners support, resulting in increased synergies and coordination among programs and a greater possibility for the alliance's attracting new additional funding to the seed industry. An effort will be made to turn over more responsibilities in the seed sector to the private sector by strengthening private labs so that they can become certified for testing seed and training private companies in seed certification so that they can be qualified for carrying out inspections required for certifying seed. The USAID/WA Seed Project (WASP) shall focus on potentially any country in the ECOWAS region including countries but not limited to Senegal, Mali, Burkina Faso, Niger, Ghana, Nigeria and Benin.

See ANNEXURE A for detailed Program Description.

II. Award Information

USAID expects to award a Cooperative Agreement based on this RFA with an anticipated total federal funding amount of approximately $9,000,000. The period of performance is five years with an anticipated start date of July 16, 2012. USAID/WA reserves the right to determine the resulting level of funding for the Agreement award.

Final award of any resultant cooperative agreement cannot be made until funds have been fully appropriated, allocated, and committed through internal USAID procedures. While it is anticipated that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for award. Applications are submitted at the risk of the applicant; shall circumstances prevent award of a cooperative agreement, all preparation and submission costs are at the applicant's expense.

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

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

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

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

A. Substantial Involvement

USAID will be substantially involved during the implementation of this Cooperative Agreement in the following ways:

1. Approval of the recipient's annual work plans, reports, monitoring and evaluation plan, and all modifications that describe the specific activities to be carried out under the Cooperative Agreement;

2. Approval of and any changes to specified key personnel; and

3. Agency and recipient collaboration or joint participation (collaborative involvement in selection of advisory committee members, concurrence on selection of sub-award recipients, and/or the substantive provisions of the sub-awards).

III. Eligibility Information

A. Eligible Applicants - **ONLY LOCAL/REGIONAL (indigenous) AFRICAN organizations** may apply.

Organizations that should satisfy the requirements of a local or Regional African Organization, defined as follows that: A. is organized under the laws of a country in Africa; B. has its principal place of business in any country in Africa; C. is not less than 51 percent legally and beneficially owned by one or more resident citizens of Africa or be managed by a governing body, the majority of whom are citizens or lawful permanent residents of a country in Africa; and D. is not controlled by a foreign entity or by one or more individuals who are not resident citizens of a country in Africa. Applicants are required to provide a copy of its Incorporation or registration.

B. Cost Sharing or Matching

There is no minimum requirement of cost share for this RFA. However, Cost share is encouraged. NGOs and development partners are encouraged to identify private, unrestricted resources for basic support costs to complement the program. Such funding may come from many sources including privately generated programming funds from domestic constituencies; commodities or other resources made available by other bilateral donors or private foundations; and international donors. Definite commitments from other sources for specific programs should be specifically mentioned and documented.

IV. Application and Submission Information

A. Applicants are expected to review, understand, and comply with all aspects of this RFA. This RFA is found on the internet at www.grants.gov. Grants.gov is your source to FIND and APPLY for federal grants *but you **MUST REGISTER** to APPLY.* Registration is a one-time process, and *Registration process* can take 3-5 business days or as long as two weeks if all steps are not completed in a timely manner. After you are registered, you shall be able to download this RFA/grant application package to complete it offline and route it through your organization for review before submitting. After you have entered all the necessary information, checked the package for errors and saved your package, click the "Save & Submit" button for your application package to automatically be uploaded on www.Grants.gov and available for USAID to retrieve in response to this RFA.

Alternately, the Applicant may request the Regional Acquisition & Assistance Office for a copy of this RFA. A hard copy of RFA can be obtained for free. Please request or contact Ms. Antoinette Djahlin at Tel Nos: +233-302-741-451 or email adjahlin@usaid.gov.

B. Content and Form of Application Submission

1. Applications shall be submitted in two separate parts: (i) technical proposal including management plan, and (ii) cost or business application.

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

3. A confirmation screen will appear once the submission is complete. A Grants.gov tracking number will be provided at the bottom of this screen, as well as the official date and time of the submission. Record the tracking number so that you may refer to it should you need to Grants.gov for support.

4. Please note that grant applications submitted to Grants.gov may take up to 48 hours to process before they are available to agencies for download. Once a submission is received, Grants.gov sends two email messages to the applicant. The first email confirms receipt of the application by Grants.gov. The second email indicates that the application has either been successfully validated by Grants.gov or has been rejected due to errors. If the application was successfully validated by Grants.gov, and the submission has both been retrieved and acknowledged by the posting agency, the applicant will receive an additional email. This email may be delivered to the applicant several days or weeks from the original date of their submission, depending on when the posting agency acknowledges the retrieval of the application from Grants.gov.

5. Each applicant is responsible for its submissions, so please check for emails from Grants.gov for any errors. Allow yourself sufficient time to be able to fix such errors. If you discover an error in your transmission, please upload the material again. USAID does NOT have any control over the Grants.gov Application submission process. Late applications will not be considered.

6. Should your organization **opt** to submit a hard copy application, applications shall be submitted as follows: technical portions of applications in original and two copies, and cost portions of applications in original and two copies including both technical and cost applications on a DVD ROM.

   Hard copies, though NOT required, of applications and modifications thereof **if** submitted should be in sealed separate envelopes (1 original and 2 copies of each technical and cost proposal) with the RFA number, the name and address of the applicant, and whether the contents contain technical and/or cost proposals noted on the outside of the envelopes/packages to:

   Naveen Srivastava
   Senior Acquisition & Assistance Specialist
   Regional Acquisition & Assistance Office (RAAO)
   USAID/WA
   American Embassy,
   No. 24, Fourth Circular Road, Cantonments
   Accra, Ghana.

   Also note all mail is subject to US Embassy electronic imagery scanning methods, physical inspections, and is not date and time stamped prior to receipt by USAID/West Africa Regional Acquisition & Assistance Office. Applicants should factor the lead times of 5 – 7 days when submitting hard copies of applications.

   Regardless of the method used Applicants are requested to submit applications both technical and cost/business portions.

Note: Delivery to the post office or air courier representative does not constitute meeting the requirement that applications are received on time at the designated office. For purposes of recording the official receipt of applications, the date/time stamp of the Regional Acquisition and Assistance Office at USAID/West Africa in Ghana will govern. Applicants shall retain for their records one copy of the application and all enclosures that accompany their application.

C. APPLICATION FORMAT

Technical applications should be specific, complete and presented concisely. The applications should demonstrate the applicant's capabilities and expertise with respect to achieving the goals of this program. Technical applications should take into account requirements of the program and evaluation criteria found in this RFA and/or attachment.

1. Instructions to Prepare Technical Application and Information Mandatory to be Included in the Technical Section ("Technical Application Guidelines")

The following technical guidelines should be used to prepare an application in response to this RFA.

The technical merit will be an important part of consideration in selection for award of the proposed activity. Technical applications should be specific, complete and presented concisely. The applications should demonstrate the Applicant's capabilities and expertise with respect to achieving the goals of this program. Technical applications shall take into account and be arranged in the order of the technical evaluation criteria.

a. Application Format and Content: The technical application may contain the following sections, as more fully explained below: Cover Page, Table of Contents, Executive Summary, Technical Application/Application Program Description including an Illustrative five year Implementation Plan, Draft First Year detailed Annual Work Plan and Draft Monitoring and Evaluation Plan, and Annexes (Curriculum Vitae/Resumes, Past Performance References, and Letters of Commitment from implementing partners, if any). The technical application must not exceed **40 pages exclusive of the annexes** (curriculum vitae/resumes, past performance references, and letters of commitment from any implementing partners, if any), in New Time Romans 12 pt Font on A4 size paper and with single line spacing. **All inclusive** the technical application shall **not exceed 70 pages**.

The technical application will include a Program Description describing the objectives of the program, the expected results to be achieved, and how the activity will be implemented. The Program Description will demonstrate the institution's capacity to implement the program, including the technical approach, human resources required, milestones, and regional and country-specific interventions as necessary as well as its experience in Africa in the seed sector and its knowledge of, and experience dealing with, the challenges facing the private sector seed companies, breeders, agro-dealers, and national seed sector associations.

It should also reference other seeds programs in West Africa, describe how effective coordination will create synergies, and indicate the expected contribution of the activity to USAID's Feed the Future (FTF) strategy and to the Comprehensive Africa Agriculture Development Program (CAADP) framework, especially within the context of the Economic Community of West African States (ECOWAS). The Applicant should also clearly describe its approach to developing a stronger seed alliance and how the program and activities will address regional issues, including institutional capacity building/strengthening of local institutions.

The Applicant should also clearly describe how the program activities will work to harmonize polices and improve the regulatory capacity of targeted countries in ways that will increase agricultural productivity through efficient use of agricultural inputs in the West Africa region.

Long-term sustainability of the activities through appropriate alliances will be critical in responding to the FTF and CAADP objectives, as well as in transforming agriculture in West

Africa. The Applicant should offer a strategic plan that addresses how sustainability will be achieved through, for example, developing partnerships and mentoring programs with local West African businesses and institutions. The draft work plan, which will be updated through the annual work plan submission, will complement the Program Description and describe the specifics of how the Applicant will implement the seed activity.

In summary, the application should be complete and concise, demonstrating the Applicant's institutional strengths, knowledge, and capability to achieve program goals.

(1.) Technical Approach

The Applicant may build on the information provided in this Program Description, with particular reference to the achievement of the specific objectives and measurable results.

The Applicant will be required to describe the overall approach, and specific activities, which it proposes implementing to achieve the overall objective and outcomes of the program. The Applicant is encouraged to consider using innovative and non-traditional approaches and partners to engage private sector participation and leverage private investment. The Applicant is expected to focus on actions which address priority constraints and have the greatest potential for generating impact in terms of increased access to and distribution of good quality seeds, increased varieties of seeds available in the selected countries, increased seed sales, improved regulatory environment and enforcement of seed policies in selected countries, and increased staple crops production.

There is great potential for commercial and medium-scale farms to increase agricultural productivity and staple crops production by increasing utilization of good quality seeds combined with fertilizer and other inputs such as irrigation. Therefore, the Applicant is not expected to restrict program activities to a particular class or scale of farmers, but should include innovations to ensure that seeds are available and accessible to smallholder farmers.

The Applicant should review the existing situation of the seed industry in West Africa as per the conclusions from the West Africa Seed Alliance assessment in 2010, including a history of seed imports and sales by country over the past 2-3 years. This information will be used as the baseline against which to measure results and impact.

USAID/WA is looking for innovative, results-oriented approaches that reflect a firm understanding of the current environment and potential actors. Specific attention should be given to the following:

i.) How the alliance will be strengthened and sustained.
ii.) Private sector involvement approaches (to include both local and international companies);
iii.) Methods to actively involve national and regional actors;
iv.) Capacity building approaches for local organizations;
v.) Approaches to policy reform and related advocacy work (with specific attention on public and private collaboration; and
vi.) Type and timing of agricultural technical assistance that will be provided.

The above should be discussed as the applicant explains how the proposed approach will achieve the stated outcomes. If additional outcomes can be achieved or higher targets reached, this should be discussed in the application.

Work plans should provide details on planned program activities during the time period covered, the responsibilities and contributions of each partner to the achievement of the objective, and the expected results to be achieved. All work plans will be submitted to USAID/West Africa and its alliance partners for review and approval.

The Applicant will submit an initial Implementation plan covering the duration of the program with its application. The Applicant is also expected to submit a detailed Draft annual work plan for Year 1, a draft Performance Monitoring Plan (PMP), and a detailed Environmental Mitigation and Monitoring Plan (EMMP)

along with the Application. For this RFA, the first year annual work plan will be from on/a July 16, 2012 thru September 30, 2013. Subsequent annual work plans will be submitted for review and approval by September 15 to cover the USAID fiscal year from October 1 through September 30 the following year. Annual work plans will include an Environmental Mitigation Monitoring Plan (EMMP). The PMP may be revised in consultation with the Agreement Officer's Representative (AOR) to take into consideration the final list of FTF indicators when they are made available.

Monitoring and Evaluation Plan (Guidance):
Discuss how progress towards program objectives will be measured. Identify which indicators will be measured and how data on these indicators will be collected, analyzed and used for program management. Ensure that objectives and indicators are consistent with the monitoring plan and data needs. Present indicators linked to specific project objectives in table format and include source of data and proposed frequency of collection. Indicators should include those related to technical intervention outcomes and process indicators used to track project progress.

(2.) Personnel Capability and Experience

Given the broad range of activities likely to be implemented, the recipient will equally need to exercise maximum flexibility in staff resources and capability to be able to provide adequate technical, training, managerial, and administrative support in response to program.

USAID/WA believes that the quality, commitment, and capabilities of the staff on this program constitute the single most important variable to success. Understanding of the environment, ability to communicate effectively with a range of stake-holders, facilitation and negotiation skills, and commitment to the goals of the program all play as important a role as technical or managerial skills. Applicants need to show creativity, foresight, and flexibility in defining staff positions needed and identifying proposed individuals. The applicant should submit a staffing plan and organizational chart that describes how the applicant will address the program needs for staff continuity and the flexibility required to respond to a range of evolving needs over duration of the program.

Key Positions/Personnel

Attachment M to the Program Description provides suggestions for a core management and implementation team for the WA SEED Program. However, it is up to the Applicant to provide/list positions that are **Key** to the successful implementation and accomplishment of WASP goals and objectives. USAID's policy limits this to a reasonable number of positions, generally no more than five positions or five percent of recipient employees working under the award, whichever is greater.

The Applicant shall provide a list of all key staff, and their respective position descriptions. These descriptions will include the technical and management qualifications and experience of the key personnel, duties and responsibilities, and supervisory relationships. These descriptions are illustrative and include the technical and management qualifications and experience of the key personnel, duties and responsibilities, and supervisory relationships. Some potential key positions are illustrated in the Attachment M of Program Description. Some positions might not be necessary for the entire duration of the agreement or might become less than full time positions. For example, the alliance building specialist may no longer be needed full time once the alliance is working well; the same might be case with the policy specialist. To the extent that an individual may have skills in two different areas, combining positions to lower costs might be considered. The proposed key positions should all possess excellent English and French language oral and written communication skills. CVs should be included as an annex. This is in addition to a narrative explanation describing the qualifications of the proposed candidates and a staffing pattern. The applicant should feel free to offer suggestions for additional staff or replacement of the proposed positions. However, please note that an explanation and rationale for such changes should be included.

(3.) Management Plan

The Applicant's management and administrative plans should be based upon a clear organizational chart representing how the activity will be organized and managed. It should also be specific about where activity offices and staff will be located and how the operations will be supported in terms of finance, administration, leverage (i.e. match, in-kind, cost share, etc.), and logistics. If the applicant chooses to develop a consortium

to implement this activity, which is encouraged, the roles and responsibilities that each individual partner will play must be clearly defined and discussed. Please note that USAID/WA is looking for an integrated approach and applicant's ability to describe a unified management approach.

(4.) Past Performance

USAID/WA will evaluate the quality of the applicant's past performance. This evaluation is separate and distinct from the Agreement Officer's responsibility determination. The assessment of the applicant's past performance will be used to evaluate the relative capability of the applicant to successfully carryout the program. Past performance of significant and critical subs and other types of partnership in applications will be considered to the extent warranted by their involvement in the proposed effort. The application of an applicant with no relevant past performance, may not represent the most advantageous application to the USAID/WA.

Applicants must submit a list of all contracts, grants, or cooperative agreements involving similar or related programs over the past five years. Reference information for at least five (5) must be provided and shall include the location, current telephone numbers, points of contact, and award/contract numbers if available. A brief description of work performed is also required. USAID reserves the right to solicit relevant information concerning an applicant's past performance and may consider such information in the review process.

(5.) Other General Guidance Principles

(a) Sub-grantees and Partners

It is recognized that identification of specific teaming partners and sub-recipients and specific delineation of responsibilities and cost information is, in fact, often known at the time the application is being prepared. In order to reduce the post-award administrative burden of obtaining post-award approval for such sub-awards, and thereby, facilitate program implementation and the achievement of results in the timeframe of the award(s), applicants are strongly encouraged to identify such teaming arrangements and sub-recipients in the technical/programmatic and cost/budget/management sections of their application to the maximum practicable extent. When such organizations are identified, Letters of Intent, Letters of Agreement, or Memoranda of Understanding should be included in the application.

Applicants should demonstrate the full range of capabilities to undertake all the activities proposed in this program. Applicants may determine that to ensure the full range of capabilities required by this program they will partner with other US and local NGOs, universities, engineering or other technical support firms, training organizations, or other partners. Applicants may propose a consortium with other organizations; however, principal responsibility for implementation and ensuring cohesion of the program will rest with the recipient who will act as prime and have final responsibility for implementation and performance monitoring of the program. Further, for consortiums with multiple organizations USAID recommends that common space and equipment be utilized to ensure greater synergy and reduce administrative and management costs where feasible. If the applicant proposes teaming with other organizations the applicant should include a sub-grantee management plan that outlines the level and type of services envisioned, relationship with the prime, and lines of authority and reporting.

(b) Sub-Awards

For implementing activities: Applicants are encouraged in their proposals to build in technical assistance for carrying out activities and, where expertise is needed, partner with other organizations, as sub-contractors or sub-grantees, to carry out specific activities or assist the Applicant in doing so. For instance, Applicant may want to make a sub-award to an institution to carry out the policy work or to improve the capacity of national seed associations. The Applicant is strongly encouraged to identify organizations or companies that may be able to provide these services, including other African local or regional, and partner with them in a consortium-like way to execute the program. In its proposal, the Applicant should identify such sub-awardees and discuss their capacities and experiences.

For assistance to the African seed sector: The Applicant is encouraged to budget for making small awards to private sector companies or public sector organizations as a way to leverage their resources and encourage them to undertake activities beneficial to the alliance. For instance, there is only one seed processor in all of northern Ghana, which greatly limits potential seed availability. Or a new national seed association may be prepared to conduct certain training for its members but lacks sufficient funding for certain elements thereof. Small matching awards might be an efficient means of obtaining these services, in effect leveraging private resources. Thus, the Applicant should budget for such, to take advantage of interesting potential opportunities. Individual sub-awards are not limited in size but must comply with USAID guidelines for awards to non-profit organizations, private associations, and private sector concerns. In budgeting for such, the Applicant is encouraged to include a discussion of any intended sub-award program, including the process proposed for soliciting applications, making selection, awarding, and managing the sub-awards.

There are often opportunities to utilize limited amounts of funding to leverage significant private investment or encourage private sector collaboration including local businesses. For this reason USAID/West Africa anticipates including provisions for small-scale sub-grants within the activity to help achieve the objective and outcomes. Specifically, USAID/West Africa anticipates the use of competitive sub-grants to leverage private investment or encourage joint activities with service providers.

The Applicant should propose approaches and methods to increase the participation of non-traditional partners.

2. COST APPLICATION FORMAT

The Cost or Business Application shall be submitted separately from the technical application. Certain documents are required to be submitted by an applicant in order for the Agreement Officer to make a determination of responsibility. The Applicant is encouraged to demonstrate detailed cost efficiencies to allow for maximum resources going to program activities as compared to administrative costs.

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

a. Include a budget with an accompanying budget narrative in MS Word to facilitate USAID's determination that costs are allowable, allocable, and reasonable. The applicants must provide an electronic copy of the budget (in Microsoft Excel) with calculations shown in the spreadsheet and an electronic version of the narrative discussing the costs for each budget line item (in Microsoft Word). Detailed budget notes and supporting justification of all proposed budget line items which provide in detail the total costs for implementation of the program your organization is proposing should be included [See **ADDITIONAL GUIDANCE - SAMPLE BUDGET** at ANNEXURE **B**]. In addition, a summary of the budget must be submitted using Standard Form 424 and 424A which can be downloaded from the USAID web site: http://www.usaid.gov/procurement_bus_opp/procurement/forms/sf424/.

   USAID seeks applications where the maximum amount possible goes to direct interventions and not to Operating Expenses. Preference will be given to applications that clearly demonstrate and innovatively propose how USAID funds can be best applied for maximum impact and results.

   The budget shall include:
   (1) The breakdown of all costs associated with the program according to costs of, if applicable, headquarters, regional and/or country offices;
   (2) The breakdown of all costs according to each partner organization or subcontractor/sub-grantee involved in the program;

(3) The costs associated with external, expatriate technical assistance and those associated with local in-country technical assistance;

(4) The breakdown of the financial and in-kind contributions of all organizations involved in implementing this Cooperative Agreement;

(5) Potential contributions of non-USAID or private commercial donors to this Cooperative Agreement;

(6) A procurement plan for commodities.

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

c. Applicants which do not currently have a Negotiated Indirect Cost Rate Agreement (NICRA) with the US Government shall **also** submit the following information:

(1) Copies of the applicant's financial reports for the previous 3-year period, which have been audited by a certified public accountant along with the CPA certified proposed indirect rate(s);

(2) Projected budget, cash flow and organizational chart; and

(3) A copy of the organization's accounting manual.

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

(1) Have adequate financial resources or the ability to obtain such resources as required during the performance of the award.

(2) Has the ability to comply with the award conditions, taking into account all existing and currently prospective commitments of the applicant, nongovernmental and governmental.

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

(4) Has a satisfactory record of integrity and business ethics; and

(5) Is otherwise qualified and eligible to receive a cooperative agreement under applicable laws and regulations (e.g., EEO).

e. Required certifications, assurances, and other statements listed at section VIII.A below.

f. Applicants that have **never** received a cooperative agreement, grant or contract from the U.S. Government are required to submit a copy of their accounting manual.

g. Certificate of Compliance
The Applicant must submit its latest annual audits report specifically which verifies the recipient's compliance with the GAAP requirements and the effectiveness of its internal management controls.

3. SUBMISSION DATES AND TIMES

Applications are due to USAID by date and time listed on the cover letter of the RFA.

Late applications may be considered for award if the Agreement Officer determines it is in the best interest of USAID/WA and is received prior to completion of the evaluation by the TEC panel.

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

4. OTHER SUBMISSION REQUIREMENTS

a. Unnecessarily Elaborate Applications – Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective application in response to this RFA are not desired and may be construed as an indication of the applicant's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted. Please note excessive documentation submitted under the annexes is neither necessary nor wanted.

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

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

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

c. Explanation to Prospective Applicants – Any prospective applicant desiring an explanation or interpretation of this RFA must request it in writing. Questions **must** be sent by the deadline for Questions/clarifications to allow a response to reach all prospective applicants timely before the submission of their applications. Oral explanations or instructions given before award of a Cooperative Agreement will not be binding. Any information given to a prospective applicant concerning this RFA will be furnished promptly to all other prospective applicants as an amendment of this RFA, if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective applicants.

d. Telegraphic or faxed applications will not be considered.

e. Language – All applications must be in **English**.

5. QUESTIONS / CLARIFICATIONS TO RFA:

Any questions concerning this RFA shall be submitted in writing via email to nsrivastava@usaid.gov, with copy to ykore@usaid.gov giving reference the RFA number in the subject line by the Q&A deadline C.O.B. of **March 29, 2012 (local Accra Time)**. Answers to all questions received by the time specified will be issued as an amendment to the RFA. For all inquiries and questions, please provide a contact person's name, phone number and email address to allow adequate response timely.

V. Application Review Information

Below are the significant technical and cost factors. The Government will select application(s) that it determines is the most responsive to the objectives set forth in this RFA and presents the greatest overall value, cost and other factors considered. However, the Government reserves the right not to select any proposals for funding.

In accordance with ADS 303.3.6.3 Evaluation Criteria includes the Technical merits of the applications, Cost effectiveness and cost realism of the application, past performance of the applicant, and Branding Strategy and Marking Plan. Applications will be evaluated in accordance with the Technical Evaluation Criteria identified below.

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

The cost/business applications of all Applicants submitting a technically acceptable application will be evaluated for general reasonableness, cost realism, allowability and allocability. Applicants are specifically advised that, until an agreement document is received and duly signed by a Grant or Agreement Officer, no program expenditures will be paid by USAID.

In sum, the Technical Evaluation Criteria and points allocations are indicative of USAID/WA Mission's desire to select a highly qualified, most responsive organization to ensure a greater degree of Program success and sustainability. To make an objective evaluation possible, applications must clearly demonstrate how the organization and the application meet these criteria.

A. TECHNICAL EVALUATION CRITERIA

The technical application criteria are presented below. The relative importance of each criterion is indicated by the points allotted to the assigned score.

1. Strategic/Technical Approach (35 points)

That proposed activities demonstrate a clear understanding of guiding principles. Detailed approach to effectively achieve the five principal interventions:

i.) West Africa Seed Alliance Building
ii.) Improved Implementation of National and Regional Seed Policies
iii.) Increased private sector participation in the seed industry
iv.) Institutional strengthening of the Seed Trade Associations
v.) Achievement of the five cross-cutting issues
- Access to Capital
- Farmer field trials and increased awareness of the value of high yielding seeds
- Sustainability
- Gender considerations
- Integrated sound environmental and crop production management practices.

A draft work plan and performance monitoring plan that should demonstrate a comprehensive performance monitoring plan, including clear, achievable indicators and targets and a plan for sustainability. The applicant should demonstrate realistic plan to produce documented, quantifiable, effective results and to carry-out performance monitoring and reporting.

That Application demonstrates clearly a comprehensive and all inclusive approach.

2. Personnel Capability and Experience (35 points)

In assessing this factor, the Technical Evaluation Committee will consider the fit and strength of the

key personnel positions and the actual candidates proposed by the applicant.

The applicant is expected to discuss the qualifications for proposed candidates for the positions listed in Attachment M, in particular the WASP Director; Policy/Advocacy Specialist, Monitoring and Evaluation Specialist, Seed Production Specialist, Seed Marketing Specialist, Communications Specialist, Financial Officer, and Grants Manager. For each proposed candidate, the applicant is expected to discuss qualifications vis-à-vis the respective position descriptions. Specifically, please include the number of years of related experience, specific skills and experience related to the proposed position, previous work and academic experience (including degrees earned), and language capabilities.

3. Management Plan (15 points)

The management plan relates to the applicant's plan to manage the program efficiently and effectively, including, but not limited to, the general staffing. The management plan section should thoroughly discuss the following:

a. Soundness of the overall management plan and organizational structure to manage the award; this includes the positions that will be hired, the mix and balance of in-country and regional support. The applicant must present a clear organizational, human resources and financial management structures in place, including clearly identified roles and responsibilities of key staff and project partners.
b. If the applicant chooses to develop a consortium to implement this activity, the roles and responsibilities that the individual partners will play must be clearly defined;
c. Coordination mechanisms to ensure smooth management of this activity, including lines of communications and reporting;
d. The organizational qualifications for each partner;
e. How the applicant intends to manage sub-awards; and
f. How any internal capacity issues will be addressed (for example: if the lead partner is strong on agriculture but weak on Forum building, what steps proposed to increase capacity either through partnership, technical assistance, or internal capacity building).

The applicant must address the information requested above and will be evaluated of their ability to provide a consolidated and convincing management plan.

4. Past Performance Criteria (15 points)

All applicants will be subject to a past performance review for demonstrated successful past performance in previous and/or existing projects (See section IV.C.1.a.(4))for the following:

a. quality,
b. cost control,
c. timeliness,
d. proposed key personnel and
e. customer satisfaction

Summary of Technical Scoring

Strategic/Technical Approach	35 points
Personnel Capability and Experience	35 points
Management Plan	15 points
Past Performance	15 points

Total	100 points
	========

B. Cost Evaluation Criteria

1. **Cost Realism**:

Applicants must present a detailed budget including all sources of funds allocated and a narrative description ("Budget Notes") of the applicant's assumptions made for each budget line item.

2. **Cost Effectiveness and Efficiency**:
The cost effectiveness of the organization's approach and its ability to affect a wide base of beneficiaries includes:
   a. Effectiveness of proposed cost control structure;
   b. Reasonableness of proposed labor cost and Expatriate salary;
   c. Budget transparency to effectively track expenditures;
   d. Subcontracting/making methods are clearly defined;
   e. Cost efficiency of proposed Other Direct Costs (ODCs)
   f. Applicant's market competitive pricing estimates of tangible items to be used for performance;
   g. Competitive pricing estimates and sound purchase methods of international and in-country air travel and surface transportation.

C. Technical versus Cost Considerations

For this RFA, technical considerations are more important than cost and other administrative elements.

D. Review and Selection Process

In accordance with ADS **303.3.6.4** the applications shall be reviewed and evaluated by a Technical Evaluation Committee using the evaluation criteria stated above in section V.A.

E. Anticipated Announcement and Award Dates

The Government anticipates an award resulting from this RFA by July 16, 2012.

VI. Award Administration Information

A. Award Notices
Following selection of an awardee, USAID will inform the successful applicant concerning the award. A notice of award signed by the Agreement Officer is the official authorizing document, which USAID will provide either electronically or in hard copy to the successful applicant's main point of contact. USAID also will notify unsuccessful applicants concerning their status after selection has been made.

B. A description of any deviations from standard provisions
There are no standard provisions deviations contemplated under this award.

C. Reporting
The Recipient shall submit Annual Work Plans and Reports for the Program within format, content and time schedule substantially as described in details in Program Description. Work Plans and Reports shall be prepared to be available for public reference and limited distribution. Financial or other proprietary information can be provided in an Addendum for USAID and noted in the Work Plan or Report.

For a full listing of required Reports and reporting please see Program Description at ANNEXURE A.

D. Demobilization and close-out
Six months prior to the completion date, the Recipient shall submit a Demobilization Plan for AO approval. The plan will include, at a minimum, a draft proposed Property Disposition Plan to the Agreement Officer; a plan for the phase-out of in-country operations; a delivery schedule for all reports or other deliverables remaining required under the Cooperative Agreement; and a timetable for completing all remaining required actions in closing-out the award.

E. The resulting award will be administered in accordance with 22 CFR 226, OMB circulars and the Standard Provisions for **NON-U.S**. Non-governmental Recipients.

VII. Agency Contacts

Primary
Naveen Kumar Srivastava
Senior Acquisition & Assistance Specialist
Regional Acquisition & Assistance Office
USAID/WA
No. 24, Fourth Circular Road, Cantonments
Accra. Ghana
Phone number: +233 (0) 302 741147
Email: nsrivastava@usaid.gov

Secondary
Mr. Yves B. Kore
Supervisory Regional Agreement Officer
Regional Acquisition & Assistance Office
USAID/WA
No. 24, Fourth Circular Road, Cantonments
Accra. Ghana
Phone number: +233 (0) 302 741434
Email: ykore@usaid.gov

VIII. Other Information

In addition to the certifications included in the Standard Form 424, the APPLICANT must submit the following certifications, assurances, and other statements.

A. CERTIFICATIONS, ASSURANCES, OTHER STATEMENTS OF RECIPIENT REQUIRED FOR COOPERATIVE AGREEMENT AWARD (ADS 303SAD_062311)

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

Certifications, Assurances, and Other Statements of the Recipient
Part I – Certifications and Assurances
Part II – Key Individual Certification Narcotics Offenses and Drug Trafficking
Part III – Participant Certification Narcotics Offenses and Drug Trafficking
Part IV – Survey on Ensuring Equal Opportunity for Applicants
Part V – Other Statements of Recipient

Other certifications and statements:
1. The Survey on Ensuring Equal Opportunity for Applicants;
2. A Data Universal Numbering System (DUNS) number (See Use of a Universal Identifier by Grant Applicants for background information.);
3. A signed copy of Key Individual Certification Narcotics Offenses and Drug Trafficking;
4. A signed copy of Participant Certification Narcotics Offenses and Drug Trafficking;

PART I - CERTIFICATIONS AND ASSURANCES

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

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

_____ (hereinafter called the "Applicant")
(Name of Applicant)

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.

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.

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

2. CERTIFICATION REGARDING LOBBYING (SEE 22 CFR 227)

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

4. CERTIFICATION REGARDING TERRORIST FINANCING IMPLEMENTING EXECUTIVE ORDER 13224

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

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:

   a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

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

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

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

3. For purposes of this Certification-

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

   b. "Terrorist act" means-

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

   (ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or

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

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

   d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

   e. The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

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

5. CERTIFICATION OF RECIPIENT

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

RFA/APS No. _____

Application No. _____

Date of Application _____

Name of Recipient _____

Typed Name and Title _____

Signature _____

Date _____

6. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

(a) Instructions for Certification

(1) By signing and/or submitting this application or grant, the recipient is providing the certification set out below.

(2) The certification set out below is a material representation of fact upon which reliance was placed when the agency determined to award the Cooperative Agreement. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

(3) For recipients other than individuals, Alternate I applies.
(4) For recipients who are individuals, Alternate II applies.

(b) Certification Regarding Drug-Free Workplace Requirements

Alternate I

(1) The recipient certifies that it will provide a drug-free workplace by:

(A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the applicant's/grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(B) Establishing a drug-free awareness program to inform employees about--

1. The dangers of drug abuse in the workplace;
2. The recipient's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(C) Making it a requirement that each employee to be engaged in the performance of the Cooperative Agreement be given a copy of the statement required by paragraph (b)(1)(A);

(D) Notifying the employee in the statement required by paragraph (b)(1)(A) that, as a condition of employment under the Cooperative Agreement, the employee will—

1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(E) Notifying the agency within ten days after receiving notice under subparagraph (b)(1)(D)1. from an employee or otherwise receiving actual notice of such conviction;

(F) Taking one of the following actions, within 30 days of receiving notice under subparagraph (b)(1)(D)2., with respect to any employee who is so convicted—

1. Taking appropriate personnel action against such an employee, up to and including termination; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(G) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (b)(1)(A), (b)(1)(B), (b)(1)(C), (b)(1)(D), (b)(1)(E) and (b)(1)(F).

(2) The recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific Cooperative Agreement:

Place of Performance (Street address, city, county, state, zip code)

_____
_____
_____
_____

Alternate II

The recipient certifies that, as a condition of the Cooperative Agreement, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the Cooperative Agreement.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

(a) Instructions for Certification

1. By signing and submitting this application, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this application is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "application," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. [4] You may contact the department or agency to which this application is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," [5] provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the methods and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(b) Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(A)Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(B) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; (D) Have not within a three-year period preceding this application/application had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

PART II - KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.

2. I am not and have not been an illicit trafficker in any such drug or controlled substance.

3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____
Date: _____ (MM/DD/YYYY)
Name: _____
Title/Position: _____
Organization: _____
Address: _____
_____
Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.

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

PART III - PARTICIPANT CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING (SEE ADS 206)

1. I hereby certify that within the last ten years:

a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.

b. I am not and have not been an illicit trafficker in any such drug or controlled substance.

c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature: _____
Name: _____
Date: _____
Address: _____
_____
Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.

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

PART IV - SURVEY ON ENSURING EQUAL OPPORTUNITY FOR APPLICANTS

(The applicant's completion of the survey is voluntary. Applicants who volunteer to complete and submit the survey under a competitive or non-competitive action are instructed within the text of the survey to submit it as part of the application process.)

PART V - OTHER STATEMENTS OF RECIPIENT

1. **AUTHORIZED INDIVIDUALS**

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

Name Title Telephone No. Email Address

_____

_____

_____

2. **TAXPAYER IDENTIFICATION NUMBER (TIN)**

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

TIN: ____**NOT APPLICABLE**_____

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.

(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 a recipient is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com .

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

DUNS: _____

4. LETTER OF CREDIT (LOC) NUMBER

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

LOC: _____

5. PROCUREMENT INFORMATION

(a) Applicability. This applies to the procurement of goods and services planned by the recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the recipient in conducting the program supported by the grant, and not to assistance provided by the recipient (i.e., a subgrant or subagreement) to a subgrantee or 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. Nonexpendable equipment for which the Agreement Officer's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

TYPE/DESCRIPTION (Generic)	QUANTITY	ESTIMATED UNIT COST

(d) Source and Nationality and Componentry of Goods. If the recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source and/or origin. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Any commodity whose source is a non-Free World country is ineligible for USAID financing. 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. "Components" are the goods which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

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

(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 QUANTITY ESTIMATED PROBABLE INTENDED USE
(Generic) UNIT COST SOURCE ORIGIN

(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 QUANTITY ESTIMATED PROBABLE SLUPPIER NATIONALITY RATIONALE
(Generic) UNIT COST (Non-US Only) for NON-US

(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 proposed donation of the property to a ELIGIBLE host country institution, or otherwise dispose of the property as instructed by USAID Agreement Officer.

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

6. PAST PERFORMANCE REFERENCES

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

7. TYPE OF ORGANIZATION

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

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

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

8. ESTIMATED COSTS OF COMMUNICATIONS PRODUCTS

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

and execution of the product. Use a continuation page as necessary.

The recipient must obtain from each identified subgrantee the required as necessary Certifications and statements (herein listed above) pursuant to ADS 303.3.8 and 303.3.9, and submit with its application/proposal.

B. **ENVIRONMENTAL COMPLIANCE**

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

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

1c) No activity funded under any Grant/Cooperative Agreement arising from this RFA will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion, Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). Hereinafter, such documents are described as "approved Regulation 216 environmental documentation". *The IEE for WA Seed Program is under USAID's internal review and approval and will be provided to successful Applicant prior to award.*

USAID/West Africa anticipates that all activities stemming from an award under this RFA will be determined as Categorical Exclusions and/or Negative Determinations with Conditions. However, if the determination is a Positive Determination, the Recipient is particularly advised to follow the requirements that accompany such determinations.

If the approved IEE determines that a Negative Determination with Conditions applies to one or more of the proposed activities, it is understood that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment or human health. The Recipient shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this award.

When the approved IEE contains one or more Negative Determinations with Conditions the Recipient shall:

- Prepare and implement an environmental mitigation and monitoring plan (EMMP) that will describe in specific terms how the Recipient will implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP shall include monitoring the implementation of the conditions and their effectiveness;

- Integrate a completed EMMP into the initial work plan; and

- Integrate an EMMP into subsequent Annual Work Plans, making any necessary adjustments to activity implementation to minimize adverse impacts on the environment and human health.

2a) When sub-grants are provided for under the terms of the award, the Recipient shall insert the following language into all sub-awards: "As part of its initial Work Plan, and all Annual Work Plans thereafter, the sub-grantee, in collaboration with the prime implementing partner, the USAID Agreement Officer's Representative and Mission Environmental Advisor or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this Cooperative Agreement/Grant to

determine if they are within the scope of USAID's approved Regulation 216 environmental documentation".

The Recipient shall include in the program description for sub-awards an Environmental Screening Form (ESF) that will: i) screen sub-award applications to ensure that once funded, activities will result in no adverse impacts to the environment and human health, ii) lead to the development of mitigation measures, as necessary, and iii) specify monitoring and reporting procedures.

Use of the ESF and any Environmental Review Report (ERR) stemming therefrom is called for when the nature of activities to be funded under sub-grants is not well enough known to make an informed decision about their potential environmental impacts, yet, due to the type and extent of activities to be funded, any adverse impacts are expected to be easily mitigated. Implementation of sub-grant activities may not go forward until the ESF (and ERR if necessary) is approved by USAID. The Recipient will be responsible for ensuring mitigation measures specified in the ESF / ERR are implemented. Additional information may be found at the www.encapafrica.org web site.

2b) If the Recipient plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

2c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

3a) USAID anticipates environmental compliance and achieving optimal development outcomes for the proposed activities will require environmental management expertise. Therefore, Applicants shall include as part of their applications their approach to achieving environmental compliance and management, to include:

- The approach to developing and implementing an IEE or EA and the environmental review process to be undertaken for any sub-awards envisioned during the life of the award; and

- The approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.

3b) In all cases, Applicants must budget funds and discuss in their applications how appropriate environmental compliance will be achieved and maintained during the life of the award. They should do this by including illustrative costs for environmental compliance, implementation and monitoring in their cost proposal. An example would be the costs of conducting any necessary assessments and environmental monitoring activities.

Once an award is made, the Recipient shall follow the Environmental Guidelines for Small-Scale Activities in Africa (EGSSAA). This information can be found at http://www.encapafrica.org. When ERRs are necessary, implementing partners will observe recommendations in the ***Africa Bureau-EGSSAA*** for relevant sectors when developing mitigation actions and monitoring plans. Once the ERRs are approved, project implementers should ensure mitigation measures and monitoring procedures described therein are in place as they will be considered requirements.

Note: The full process as described on page 1 of the form must be implemented, and activities funded by the grant MUST not commence until the submitted form and entailed environmental review report, if any, is approved by the AOR and USAID/WA Regional Environmental Advisor (REA). The WA Seed project is responsible for assuring, and grant activities may only commence, after grantees demonstrate their ability to undertake indicated mitigation and monitoring".

3c) The recipient awarded this project must complete a Pesticide Evaluation Report and Safer Use Action

Plan (PERSUAP) which must be approved by USAID prior to the recipient's committing funds for any pesticide-related activity.

Applicants should therefore include as part of their application, their approach to achieving environmental compliance and management, to include:
1. The Applicant's approach to developing and implementing an IEE or EA or environmental review process for a grant fund and/or an EMMP or Mitigation and Monitoring Plan.
2. The Applicant's approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.
3. The Applicant's illustrative budget for implementing the environmental compliance activities. For the purposes of this RFA, the Applicant should reflect illustrative costs for the proposed activities that will require environmental management expertise. For the purposes of this RFA, it is advised that Applicants budget 3 – 5% of total costs to cover the cost of environmental compliance over Life of Project.

C. BRANDING AND MARKING

1. Branding and Marking Requirements for WA SEED Program will conform to ADS 320.3.3 (effective 01/08/2007 and revised 05/05/2009). It is a federal statutory and regulatory requirement that all USAID programs, projects, activities, public communications, and commodities that USAID partially or fully funds under a USAID grant or cooperative agreement or other assistance award or sub award, must be marked appropriately overseas with the USAID Identity. USAID will require the submission of a Branding Strategy and a Marking Plan by the apparent successful applicant under this RFA.

   Applicants may want to consider any relevant exceptions to regular USAID branding and marking requirements. Applicants should ensure that their illustrative budget(s) and costs proposals reflect their proposed branding and marking plan. For more information, see: http://www.usaid.gov/branding/assistance.html.

2. BRANDING STRATEGY AND MARKING PLAN - Pre-award Review and Approval: In accordance with 22 CFR 226.91 a Branding Strategy and Marking Plan is required prior to award. USAID Agreement Officer is required to request, review and negotiate the Apparently Successful Applicant's Branding Strategy and Marking Plan and require any changes to the Branding Strategy and Marking Plan, approve the Branding Strategy and Marking Plan, and include the Branding Strategy and Marking Plan as part of the assistance award. USAID will not competitively evaluate the proposed Branding Strategy and Marking Plan. [See ANNEXURE D for SAMPLE]

   If the Apparently Successful Applicant fails to submit and negotiate an acceptable Branding Strategy and Marking Plan timely, that Applicant becomes ineligible for award.

D. GENDER ISSUES INTEGRATION/CONSIDERATIONS

Gender issues are central to the achievement of strategic plans and Assistance Objectives, and USAID strives to promote gender equality, in which both men and women have equal opportunity to benefit from and contribute to economic, social, cultural and political development; enjoy socially valued resources and rewards; and realize their human rights. USAID is committed to strengthening women's rights and strives to increase the contributions women make to economic, political, and social development.

Activities under this Program should assess gender dynamics and women's roles as part of the resiliency framework that supports violence prevention and Applicants should develop appropriate gender analyses and program components in their proposals to fully address gender issues. In order to ensure that USAID assistance makes the optimal contribution to gender equality, performance management systems and evaluations at the project or activity levels must include gender-sensitive indicators and sex-disaggregated data [Please see ADS 203.3.4.3, Reflecting Gender Issues in Performance Indicators]. Project reports include narration of changes in gender norms and gender-related constraints to implementation or opportunities arisen. All people-level indicators must be disaggregated by sex.

E. **MANDATORY STANDARD PROVISIONS** at **ANNEXURE E**.

In accordance with OMB issued Interim Final Guidance in the Federal Register the following are included in full text:

1. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)
2. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)
3. TRAFFICKING IN PERSONS (OCTOBER 2010)
4. HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (SEPTEMBER 2006)
5. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

WEST AFRICA SEED PROGRAM (WASP)
PROGRAM DESCRIPTION

USAID/WEST AFRICA

TABLE OF CONTENTS

ACRONYMS **4**

I. INTRODUCTION **6**

II. DEVELOPMENT CHALLENGE **6**

A. General Challenges 6
B. Seed Industry Challenges 7
C. Constraints Affecting the West Africa Seed Market 8
D. West Africa Seed Alliance (WASA) 10
1. Origins of WASA 10
2. Development of WASA 11
3. Achievements of WASA 12
4. Lessons Learned from WASA 13

III. DEVELOPMENT HYPOTHESIS & CRITICAL ASSUMPTIONS **14**

IV. WEST AFRICA SEED PROGRAM (WASP) **16**

A. WASP Objective 16
B. Principal Interventions 17
1. West Africa Seed Alliance Building 17
2. Improving Implementation of National and Regional Seed Policies 19
3. Increasing the Production of Breeder Seed 20
4. Increasing Private Sector Participation in Seed Industry 21
5. Institutional Strengthening of Seed Trade Associations 22
6. Cross-Cutting Issues 24
C. Alignment with FTF & ECOWAS 25
D. Knowledge Management and Review 25
E. Geographic Focus and Target Beneficiaries 26
F. Work Plans and Reporting 26
1. Work Plans 26
2. Monitoring & Evaluation Plan 26
3. Indicators and Expected Results 27
4. Implementation Plan 28
5. Management Plan 28
6. Sub-Awards 28

V. OTHER RELATED PROGRAMS **28**

ATTACHMENTS

A. Logical Framework 33
B. Govt. Estimate for WASP…… 34
C. WASA Briefer and Achievements 35
D. Areas and Amounts of Certified Seed Produced 39
E. WASA Steering Committee Organization Structure 41
F. WASA Memorandum of Understanding 42
G. Illustrative Composition Future Alliance Advisory Board & Steering Comm . 51
H. Organizational Structure of ASIESA 53
I. Indicator Framework 54
J. Results Framework 59
K. WASP Illustrative Implementation Plan & Schedule 60
L. Illustrative Types of Sub-Awards under WASP. 62
M. Illustrative Positions including potential Key positions 63

ACRONYMS

ACTESA	Alliance for Commodity Trade in Eastern and Southern Africa
AfDB	African Development Bank
AGRA	Alliance for a Green Revolution in Africa
AFSTA	African Seed Trade Association
AMCOA	African Ministers' Council on Agriculture
ASIESA	Alliance for the Seed Industry in Eastern and Southern Africa
ASIWA	Alliance for the Seed Industry in West Africa
CAADP	Comprehensive Africa Agriculture Development Program
CBO	Community Based organization
CILSS	Permanent Inter-State Committee for Drought Control in the Sahel
CIP	International Potato Center
COMESA	Common Market for East and Sothern Africa
CORAF	Council for Agricultural Research and Development
ECOWAS	Economic Community of West African States
EMBRAPA	Brazilian Agricultural Research Corporation
EMMP	Environmental Mitigation and Monitoring Plan
FTF	Feed the Future Initiative
GNIS	National Interprofessional Seeds Association
IARC	International Agricultural Research Center
ICRISAT	International Crops Research Institute for the Semi-Arid Arid Tropics
IEE	Initial Environmental Examination
IEHA	Initiative to End Hunger in Africa
IFDC	International Fertilizer Development Center
IITA	International Institute of Tropical Agriculture
INSAH	Institute de Sahel
ISF	International Seed Federation
ISTA	International Seed Testing Association
GDA	Global Development Alliance
MARKETS	Maximizing Agricultural Revenue and Key Enterprises in Targeted Sites
NARI	National Agricultural Research Institute
NARS	National Agricultural Research Systems
NSTA	National Seed Trade Association
OECD	Organization for Economic Cooperation and Development
OPV	Open Pollinated Variety
PASS	Program for Africa's Seed Systems
PMP	Performance Monitoring Plan
REC	Regional Economic Community

SADC	Southern African Development Community
SCOSA	Sustainable Commercialization of Seeds in Africa
USAID/WA	United States Agency for International Development / West Africa
WAEMU	West Africa Economic Monetary Union
WAFP	West Africa Fertilizer Program
WARDA	The Africa Rice Center
WASA	West Africa Seeds Alliance
WASP	West Africa Seed Program

PROGRAM DESCRIPTION

I. INTRODUCTION

In West Africa, except for Ghana, no country is on track to meet the first Millennium Development Goal (MDG) of reducing by 50 percent the number of people living on less than $1 per day and those suffering from malnutrition by 2015. In order to achieve the MDG 1, West African countries would need to reduce poverty by 5.2 percent annually. Agriculture accounts for 35 percent of West Africa's gross domestic product and over 15 percent of regional export earnings. If the agriculture sector were to grow at a 6.8 percent annually, the entire West Africa region will be able to halve poverty by 2015. Achieving this goal through a private sector-led agribusiness transformation will require significant investments by both the public and private sectors. There is however ample evidence indicating that the agriculture sector is the best engine for generating sustained, rapid, pro-poor growth.

In 2003 in Maputo, Mozambique, African governments and Heads of State endorsed the Comprehensive Africa Agriculture Development Program (CAADP). CAADP represents the African leaders' combined vision and initiative to restore agricultural growth, food and nutrition security, and rural development in Africa. The ambitious CAADP objective is to achieve an annual agricultural growth of 6 percent. This will be accomplished based on the investments of Regional Economic Communities (RECs), the private sector, civil society, and development partners.

There are numerous initiatives supporting the agricultural input sub-sector including seeds, at the country, regional, and continental levels in Africa. These programs are capable of producing substantial results if properly coordinated and aligned with the CAADP framework. The Economic Community of West African States (ECOWAS) is leading the CAADP process in West Africa. ECOWAS is the first REC to prepare its regional compact, referred to as the Regional Agricultural Policy for West Africa (ECOWAP), and investment plan. All 15 ECOWAS countries have also prepared national CAADP compacts and Investment Plans. The compacts describe programs and projects which will be implemented to address agricultural priorities, with buy-ins from various partners. Investment plans are the various projects with the costs for financing by the countries and their development partners.

II. DEVELOPMENT CHALLENGE

A. General Challenges

Agriculture is the main engine of economic growth in West Africa, with approximately 60-70 percent of the population depending on agriculture as the principal source of livelihood. The main staple food crops in the region are rice, sorghum/millet, cassava, yams, plantains, and maize. The main cash crops are cocoa and cotton.

Yields for most of West Africa's major crops are among the lowest in the world compared to regions with comparable agro-climatic conditions. Cereal yields in the region have remained the same for nearly 40 years, while yields in Asia have tripled during the same time period. This is in spite of the enormous water resources in West Africa and the fact that all ECOWAS countries have committed to investing 10 percent of their national budgets in agriculture under the CAADP. It is estimated that fertilizer use in West Africa is 9-10 kg/ha, which is the lowest in the world, far less than the 86 kg/ha in Latin America, 100-135 kg/ha used in Asia, and the global average of 118 kg/ha. The upland rain-fed dependent form

of farming practiced in West Africa is the most risky in terms of environmental effects and least productive as compared to that in the lowlands and irrigated areas. Most of the remaining arable upland areas are being used for urban development while the rest of the upland soils are generally quite low in fertility. As a result, the ECOWAS region has become increasingly dependent on food imports, particularly rice of which 40% is now imported, to feed the region's growing population.

B. Seed Industry Challenges

Although economic liberalization in West Africa has contributed to the emergence of large numbers of private agricultural input dealers, they have limited technical, commercial, and financial knowledge and capabilities. They also tend to concentrate in urban and semi-urban areas which have relatively well-developed market infrastructure. Most agricultural inputs, in particular improved seeds and fertilizer, are not readily available in rural areas throughout the West Africa region. Even when they are available, they are generally not in small quantities of less than 50 kg and in clearly marked and attractive packages needed by small-scale farmers and vegetable growers who are mostly women.

Increasing the use of improved seeds is a critical element in raising agricultural production and productivity throughout West Africa and key to meeting the objectives of CAADP and Feed the Future (FTF). Agricultural intensification in every region of the world has been linked to significant increases in the use of improved seeds. However, with two exceptions, none of the countries are producing even 20% of their projected need for certified rice, maize and sorghum/millet seed (also cowpeas and groundnuts). The exceptions are Burkina Faso, which is producing essentially all of its certified maize seed needs, and Senegal, which is producing roughly half of its certified rice needs.

Yields for hybrids are significantly higher than those for open pollinated varieties (OPVs) and are extremely advantageous from a climate change perspective, but they must be replaced annually and are available only from international seed companies with local representatives. For example, rice hybrids tested in West Africa are giving yields roughly 50% higher than OPVs (6-7 MT/ha vs. 4-5 MT/ha) and are shorter maturing requiring less irrigation, while hybrid maize yields are over double (3-4 MT/ha vs. 7-10 MT/ha) and they are also more drought resistant. Essentially all hybrid seed originates from international companies, particularly Pioneer, Monsanto, Pannar (South African), and some Indian companies including Indo-American Hybrid Seeds, Mayhco, JK Agri Genetics and Advanta India. However, they first need to be evaluated for suitability to West Africa's agro-climatic conditions and to determine which varieties perform well and can be recommended for release by the national programs. Only recently have international seed companies shown interest in investing in West Africa, in part because of the West Africa Seed Alliance (WASA) and also because of the 2009 ECOWAS seed regulation which makes cross-border seed sales in West Africa possible, greatly expanding the potential market for any given seed. Pioneer already has a representative in Ghana, AgriServ, to test and produce hybrid maize seed locally. The company has started growing maize year-round under irrigation to supply fresh maize in Accra urban area. Monsanto likewise has a West Africa representative, Kemseed in Dakar, Senegal, testing and marketing its varieties.

As for OPVs, all breeder seed in West Africa is produced by plant breeders working either for government research organizations or for International Agricultural Research Centers. Until recently, foundation seed was also being produced largely by the same plant breeders and because they are greatly under-resourced, only limited amounts of foundation seed could be produced. That is no longer the case because of recent changes in seed regulations in the region allowing local African seed companies to produce foundation seed. In Mali, for instance, because of the new regulations, the

government is now totally out of the business of producing foundation seed, having turned it entirely over to the private sector. As for certified seed, it is mostly produced by the private sector, typically by local seed companies, which contract with small farmers and/or cooperatives to produce it.

The West Africa seed system is characterized by a host of constraints in the value chain, as outlined below.

C. Constraints Affecting the West Africa Seed Market[1]

1. ***Limited Access to Breeder, Foundation, and Certified Seed:*** This is particularly the case for sorghum, millet, maize, cowpea, and groundnuts. Farmers have shown keen interest in purchasing seeds of improved varieties of rice and maize but cannot find adequate amounts in practically all the countries in West Africa. Attachment D and Table 1 contain areas and amounts of breeder, foundation, and certified seed produced by selected ECOWAS countries in 2007-09; most countries don't produce even 20% of their needs in such seeds. Overall, the data shows the magnitude of the need for certified seed in West Africa.
2. ***Limited Technical and Financial Capacity of Plant Breeders:*** The reasons for the scarcity of breeder seed are numerous. Government plant breeders working at their respective national research institutes lack a) technical capacity to produce such seed, b) sufficient government funding to carry out their trials (typical budgets for breeders cover salaries and little more), and c) access to hybrids (due to lack of connections to international seed companies). Furthermore, even after breeders have tested varieties for several years and obtained positive results, the national varietal release committees meet so infrequently (due to the low motivation of, and financing for, plant breeders on the committees) that it is difficult to get a variety registered in the national seed catalogue, including hybrids brought in by private companies, and many newly developed varieties are, most unfortunately, permanently lost because the breeders lack expertise in how to preserve their breeder seed as, equally important, funds, equipment and storage facilities for maintaining the seed. While seed companies are increasingly producing foundation seed, breeders remain burdened with producing it, without adequate financing .
3. ***Weak and Underdeveloped Local Seed Companies:*** The number of seed companies is slowly growing but most are fairly small and have limited technical, commercial and financial knowledge and capabilities. As for foundation seed, seed companies lack technical knowledge in how to produce such seed, in part because only recently in many countries have they been allowed to produce it. They also lack processing equipment and have great difficulty obtaining breeder seed. As for certified seed, while there has been no legal constraint to private seed companies producing such seed, they have had great difficulty obtaining foundation seed and most of them lack technical expertise in how to produce it. Also, they often lack access to credit to plant the large fields of certified seed that are needed. In addition, they lack expertise in business management and packaging of the seeds which tends to be basic and unattractive with little or no information to help the customer. This results in reduced profits.

---

[1] The following 7 constraints come directly from the following study: West Africa Seed Alliance, "Seed Production and Constraints in West Africa: An Assessment of the Seed Systems in Ghana, Nigeria, Mali, Niger, Burkina Faso, Benin, and Togo". 2009. A study by the African Seed Trade Association (AFSTA) summarizes the constraints to timely production of certified seed as being "the weak financial position and the technical competence of the private sector, the lack of coordination among actors, and the inability of producers to plan due to the absence of proper demand forecasting". AFSTA West Africa Regional Office Report of Activities for Fiscal Year 2011, page 6.

4. ***Lack of seed demand forecasting system for seed companies:*** Currently, there is no system in place for knowing how much seed of a certain crop is required for the next planting season or year. Thus seed companies in the business of producing certified seed can only guess how much seed to produce, and they are more likely to guess on the low side to ensure they can sell it all.

5. ***Weak and underdeveloped agro-dealer networks:*** The number of agro-dealers has increased in recent years but most have limited technical, commercial and financial knowledge and capabilities as is the case for seed companies. In addition, they lack expertise in business management which results in reduced profit, and their packing of the seeds tends to be basic and unattractive with little or no information to help the customer. Also, the agro-dealers tend to concentrate in urban and semi-urban areas so that farmers must travel considerable distances to purchase the seed.

6. ***Limited Institutional Capacity of National Seed Trade Associations (NSTAs):*** There are National Seed Trade Associations (NSTAs) in 8 countries of West Africa[2], and they are critical to expanding the demand for certified seeds and marketing them as well as for advocating for regional and national policy reforms whenever such are needed. Their role in communicating information about crop varieties is particularly important as the government agricultural extension services are so poor and underfinanced as to be unable to fulfill this role. However, the associations in West Africa, which are all members of the African Seed Trade Association (AFSTA) and receive assistance from it, are still very weak and have limited capacity to perform these functions. As a result, most farmers and many seed companies and agro-dealers have little or no knowledge about the traits and advantages of the many varieties developed by the public research institutions, thus greatly lessening the potential demand for new varieties, especially hybrids.

7. ***Enforcement of Seed Regulations:*** For years, each country has had different regulations on seeds and as a result it is very difficult to take seeds developed in one country (open-pollinated or hybrids) and sell them in a neighboring country. For example, certified maize produced in, say, Mali, could not be sold to potential buyers in other West African countries without authorization from the Malian Ministry of Agriculture, a confusing process which could take years. In addition, those laws often restricted the production of foundation seed to plant breeders and provided no role for the private sector in implementing them. In 2009, ECOWAS enacted a region-wide seed regulation that made it possible to sell across borders any variety registered in the national seed catalogue; this was particularly attractive to international seed companies which can now sell their hybrids anywhere in the ECOWAS region (enhancing their potential profits substantially) once they have been tested and the country's variety release committee has released the variety and registered it in the country's official seed catalogue. However, most government officials, breeders and seed companies don't understand the new regional law or that possibility; furthermore, the national release committees meet so infrequently that it is difficult to get a variety released and registered in the catalogue even after several years of successful testing. In addition, the 2009 ECOWAS regional seed regulation makes it possible for the private sector to a) be members of the national seed committees and the varietal release committees, b) produce foundation seed, and c) become certified as seed testing labs and as official inspectors for certifying seed – but these provisions are not enforceable unless a country's seed laws already permit such or a country revises its seed regulations to be in conformance with ECOWAS'. Mali, Ghana and Benin have revised their regulations and Senegal's, Burkina Faso's and Nigeria's existing seed regulations are mostly OK

[2] Senegal, Mali, Burkina Faso, Niger, Cote d'Ivoire, Ghana, Benin and Nigeria.

and require only minor modifications which can be approved by their respective ministers of agriculture[3], while Niger has a new draft seed regulation awaiting legislative approval. In short, the legal constraints have been largely removed in the most populated countries of West Africa[4]; what is lacking is awareness by government officials of what these regulations require so that they can implement and enforce them effectively – which is not a given in West Africa. Enforcement of the quality control provisions will, in particular, be constrained by weak seed labs, which lack technical capacity, funding and equipment to perform quality inspections.

Table 1. Amounts of Rice and maize Breeder, Foundation and Certified Seeds Produced by Six ECOWAS Countries in 2007-2009

Country	2007	2008	2009	2007	2008	2009
	Breeder Rice Seed			**Breeder Maize Seed**		
Benin	-	-	-	-	-	1.2
Ghana				2.0	1.2	0.6
Mali*	-	-	-	-	-	-
Niger	-	-	-	-	-	-
Senegal	6.5	11.7	9.8	7.3	2.4	0.8
Togo		0.1	0.6		1.1	1.4
	Foundation Rice Seed			**Foundation Maize Seed**		
Benin	-	-	30.0	-	-	295
Ghana	16.0	20.0	24.0	70	65	83
Mali*				1.2	-	7.7
Niger	-	-	-	-	-	-
Senegal	180	104	152	-	-	5.2
Togo	-	3.2	18.2	-	8.4	13.5
	Certified Rice Seed			**Certified Maize Seed**		
Benin	-	107	156	-	212	2,043
Ghana	344	575	2,112	1,677	2,473	4,460
Mali	1,394	1,256	1,604	522	595	781
Niger	-	0.02	0.6	0.02	0.03	0.02
Senegal	2,350	2,911	1,505	-	-	74
Togo	-	80	176	-	312	354

Source: Assessment by AFSTA 2010. Data from Nigeria has not been included as it is not reliable. For Burkina Faso and Cote d'Ivoire, validation workshops have not been convened yet to vet the data, therefore also not included.
* Breeder and foundation seed combined.

D. West Africa Seed Alliance (WASA)

1. Origins of WASA

[3] By the legislature in Nigeria.
[4] With the exception of the Cote d'Ivoire, most of the remaining ECOWAS countries have no seeds laws at all.

In 2004-05, USAID/WA commissioned an evaluation of the adaptive trial networks on rice, maize and sorghum/millet coordinated by three International Agricultural Research Centers (IARC) - Africa Rice Center (previously called WARDA) in Benin, International Institute of Tropical Agriculture (IITA) in Ibadan, and International Crops Research Institute for the Semi-Arid Tropics (ICRISAT) in Mali and Niger. The commodity networks were implemented by the National Agricultural Research Systems (NARS). One of the conclusions from the evaluation was that although a large number of high yielding varieties have been identified over the years through the networks, these varieties are not grown by farmers in the region due to the lack of seed. USAID/WA decided to convene a meeting of the key partners involved in the implementation of the commodity networks. At the same time USAID wanted to develop a long-term relation with the Council for Agricultural Research and Development (CORAF), the lead organization for coordination of agricultural research and development in West and Central Africa. So USAID/WA requested CORAF to host a meeting in 2005 to discuss the findings from the evaluation. During the meeting, the participants comprising USAID/WA, CORAF, IITA, The Africa Rice Center, ICRISAT, and representatives from NARS and producers organizations decided to combine the three separate networks each on maize, rice, and sorghum/millet into a single cereals network which will be coordinated and housed at CORAF. This is the cereals network that USAID/WA has been supporting at CORAF. CORAF in turn works closely with the three IARCs and all the NARS including giving some of them sub-agreements under its agreement with USAID/West Africa. In addition, two new networks were to be created, one on seeds to address the seed unavailability constraint and the other on agro-processing to improve the constraint on lack of value addition to local cereals and other commodities grown by farmers in West Africa.

2. Development of WASA

After the various consultations with potential partners in the seed industry, it was agreed that an alliance of public-private partners was the most logical approach to building an effective seed industry program. The reason for using an alliance design process was because certain development challenges such as expanding, on a sustainable basis, the availability of agricultural inputs including seeds, have neither been resolved by the public sector nor the private sector working alone. Alliances provide a mechanism for the public and private sectors to share new ideas, expertise, and financial resources from both partners and then work together at the regional and national levels to resolve critical constraints/issues of mutual interest. USAID/WA therefore began having various forms of consultations with Kemseed , AGRA, SEMINIS, Syngenta, Technisem, European Union (EU), Food and Agriculture Organization (FAO), Pioneer, USAID bilateral missions, ECOWAS, CORAF, Permanent Inter-State Committee for Drought control in the Sahel (CILSS), and the international agriculture research centers to discuss forming a seed alliance. Through a collaborative process with the potential partners, additional meetings were held and a concept paper presented in Accra, Ghana. The participants recommended that ICRISAT submit a proposal to USAID/WA to support a seed alliance. It resulted in USAID/West Africa awarding a Cooperative Agreement to ICRISAT in October 2007 to implement the USAID WASA Seeds Project (Attachment E). In its proposal, ICRISAT had two sub partners – Iowa State University (ISU) to lead the policy work and CNFA headquartered in Washington, D.C. to lead the agro-dealers component.

There were unresolved issues from the beginning – issues about the direction of the alliance, called the West Africa Seeds Alliance (WASA), that the major partners felt could be resolved during implementation. However, while ICRISAT was initiating the USAID-funded Seeds Project, it took WASA two years for the major participating partners (USAID, AGRA, Monsanto, Pioneer and AFSTA) to sign a Memorandum of Understanding officially forming the alliance. Meetings were to take place twice

yearly, but between 2007 and 2010, only 4 meetings were held (2 in Nairobi, 2 in Accra, and 1 in Casablanca). Another meeting was held in mid-2011 to discuss an evaluation of WASA. The participants at these Steering Committee (SC) meetings were USAID, AGRA, Monsanto, Pioneer and AFSTA. CORAF did not attend these meetings nor did ECOWAS except for the 2011 meeting. In part because of these problems, the only financing contributed to the alliance was Pioneer's $150,000 grant to AFSTA to help it run its office in Bamako and carry out activities.

Under the USAID Seeds Project, as a way of clarification, ICRISAT, in its work with breeders and local seed companies, has focused largely on hybrid varieties, leaving the assistance to breeders on OPVs to AGRA, which is supporting such in many of the same countries where ICRISAT has been working. Part of the reason for this is the much higher yields from hybrids; the other reason is that local seed companies are mostly interested in hybrids, which must be replaced annually compared to OPVs, which are not. In its support for the production of certified seed, it has supported both OPVs and hybrids. More specifically, WASA with ICRISAT's assistance has carried out the following types of activities:

a) policy work – assisting the governments in Senegal, Mali, Ghana, Burkina Faso and Niger in drafting new seed laws or revising existing ones to be in conformance with the 2009 ECOWAS regional seed regulation, followed by training in several countries on implementation of the new seed regulations including understanding the use and maintenance of national seed catalogues;

b) assistance to plant breeders - capacity-building and operating expenses assistance to plant breeders, particularly those in countries where USAID bilateral missions contributed funds to the project (i.e. USAID missions in Senegal, Mali, Ghana and Nigeria), including obtaining hybrid seeds from international seed companies and helping the research centers conduct demonstration trials and assisting breeders in maintaining their varieties;

c) assistance to local seed companies – technical assistance to increase their capacities including their ability to produce foundation and certified seed, assisting them in demonstration trials to have a better understanding of the advantages including traits of certain varieties, assisting them in obtaining breeder and foundation seed, helping link them to international seed companies for mentoring and accessing hybrid seed directly from them, and providing assistance to produce needed certified seed;

d) assistance to agro-dealers – technical assistance to increase their capacities and understanding of the advantages of hybrids through field days to varietal trials/demonstration plots, also attended by farmers for the same reason;

e) assistance to the national seed trade associations – work through AFSTA to improve the capacity of national seed trade associations (NSTAs) in the region;

f) seed industry study – assessments of the seed industry in various ECOWAS countries.

3. Achievements Made by WASA

a) One of the most notable achievements was the reforming of the national seed regulations in Mali and Ghana to be in conformance with the new ECOWAS seed regulation, assisting Senegal and Burkina Faso in modifying their existing laws (only minor modifications awaiting the signature of the respective ministers of agriculture), and drafting of a new regulation for Niger

(awaiting legislative approval). This was done under the leadership of Iowa State University (a sub-grantee under the USAID Seeds Project) in collaboration with CILSS, so that they conform to the new ECOWAS regulation on cross-border seed trade. Benin also aligned its national seed law to the regional regulation, and in Nigeria a revised regulation is awaiting legislative approval. This means that in theory, maize seed produced in Mali should no longer require authorization from the Malian Ministry of Agriculture to be sold to Ghanaian buyers, but it is not clear that this is in fact occurring. So a major undertaking in educating government officials about what these new laws mean and what remains to be done in implementing them.

b) Another major achievement was the introduction of hybrid varieties supplied by foreign private companies for evaluation in the WASA regional trial demonstrations. In 2011, in a major break-through for Ghana, a local seed company with assistance from WASA sold 300 MT of Pannar drought-resistant maize hybrid with yields of 7-10 tons/ha, and another local seed company, AgriServ, started commercialization of Pioneer maize hybrids, making hybrid maize seed commercially available in Ghana for the first time.
c) As a result of WASA-supported regional trials, six new hybrids (2 each of maize and rice, and 1 each of sorghum and millet) will be ready for release by various national governments in 2012.
d) WASA developed and published a web-based regional seed catalogue containing a list of the varieties released by the national programs for use by farmers and relevant industries. WASA is now training government staff on how to use it.
e) Two major assessments, one by WASA and one by AFSTA, were carried out on the state of the seed industry in nine ECOWAS countries (Benin, Burkina Faso, Cote d'Ivoire, Mali, Niger, Nigeria, Ghana, Senegal, and Togo[5]), which concluded that: (a) most farmers do not know the benefits gained from using improved seed, (b) there is no capacity for forecasting seed demand, and (c) none of the nine ECOWAS countries are able to meet 20% of the demand for certified rice and maize seed in the region, with two exceptions.[6]

4. Lessons Learned from WASA

While WASA had some notable accomplishments, they were not as large as expected largely because the alliance did not operate effectively. As a result, overall funding was at a much lower level than originally expected; in addition, activities among partners were not well coordinated, so that the potential for synergies was lost and possible overlapping of activities may have occurred. Many of these issues are documented in an evaluation conducted of WASA in late 2010. Some of the lessons learned during implementation of WASA and from the evaluation are the following:

- *Major issues need to be settled up front, not during implementation*. It took the four strategic alliance partners including USAID, the Alliance for a Green Revolution in Africa (AGRA), AFSTA and ECOWAS two years to finalize the MOU establishing WASA. The long delay had a negative effect on some of the alliance partners including Pioneer and Monsanto, and meant that the alliance got off to a late start.

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[5] AFSTA; "Assessment of National Seed Systems in Benin, Ghana, Mali, Cote d'Ivoire, Burkina Faso, Niger, Nigeria, Senegal, and Togo." 2010.
West Africa Seed Alliance, "Seed Production and Constraints in West Africa: An Assessment of the Seed Systems in Ghana, Nigeria, Mali, Niger, Burkina Faso, Benin, and Togo". 2009.
[6] The two exceptions are Burkina Faso for maize seed (100% of demand being met) and Senegal for rice seed (50% of demand being met). Attachment C contains a more exhaustive documentation of WASA's achievements.

- *If parallel activities are taken in support of the alliance, the information needs to be shared so that all alliance-related activities can be coordinated effectively and synergies achieved.* It was assumed by the alliance's Steering Committee (SC), made up of mostly the resource partners, when the WASA structure was developed, that in addition to the USAID-funded Seeds Project, other resource partners would make financial contributions. But the only cash contribution was one partner's $150,000 grant to AFSTA. Another partner contributed by supporting parallel activities but without keeping the other alliance partners abreast of its past or planned activities, so that activities couldn't be coordinated or synergies achieved.

- *Public international research organizations are not well equipped for managing alliances.* International research centers are focused on research and don't have expertise or experience in developing and helping manage alliances involving the public and private sectors. Private sector organizations with experience working with other private sector organizations are better equipped to do so.

- *The Alliance needs to be African led if it is to be sustainable.* An evaluation of the alliance in late 2010 concluded that the present alliance was viewed by partners as being too "American" dominated by USAID and US seed companies and that any future alliance should be African led.

- *Greater attention needs to be paid to production of breeder, foundation and certified seed*. While there has been a progressive increase in amounts of certified seed being produced in West Africa with WASA assistance, from 3,600 tons in 2010 to 4,100 tons in 2011, this needs to be greatly increased if the seed alliance is to have any significant impact on overall production.

III. DEVELOPMENT HYPOTHESIS AND CRITICAL ASSUMPTIONS

USAID/West Africa is proposing the development of the West African Seed Program (WASP) to continue its efforts to increase the production and use of improved seeds, as outlined in the Logical Framework (Attachment A). This is to be achieved through increased timely access of farmers to improved seeds which are affordable and appropriate. The underlying hypotheses are two:

1) an alliance is the best mechanism for attracting additional investment resources in the seed industry and coordinating work in the seed sector;
2) most of the constraints facing the seed industry are best addressed through the private sector coupled with a regional approach.

Some basic assumptions have been made for building the WASP program including the various roles and responsibilities of the strategic alliance partners to achieve the goal of establishing a commercial seed industry in West Africa that will ensure farmers have a reliable supply of quality improved seed. The critical assumptions include:

Assumption One: That a better functioning African-led seed alliance will successfully encourage private sector companies, donors and/or other organizations to join the alliance and provide additional funding or conduct parallel activities to significantly increase the program's impact. For large international seed companies, there are incentives for joining and contributing to a seed alliance. First, there is a huge unmet demand for certified throughout West Africa, and corn hybrids are already being introduced and attracting significant interest. So the potential market is large. Second, the regional trials supported by the alliance are an opportunity for these companies to have their hybrid varieties evaluated region-wide

in West Africa at less cost while being exposed to many stakeholders in the seed sector, including local seed companies with which they can partner. (Pioneer developed a partnership with a local Ghanaian company.) This appears to be among the reasons why Monsanto and Pioneer have participated in such trials and why Indian companies, which have varieties already being tested under WASA recently expressed interest in joining the alliance. Third, ECOWAS' new regional seed regulation, greatly facilitating cross-border seed trade in West Africa, will eventually, once the national demands begin to be met, greatly increases a seed company's potential market, sales and profits from investing in the seed sector in West Africa. The willingness of private companies or other organizations to contribute funding or conduct parallel activities in the alliance itself is likely to be influenced by how well WASP functions under new leadership and the exposure their seeds get to the seed industry. There is optimism because of the role of AFSTA and ECOWAS, which are in the process of signing a MOU to jointly lead the follow-on alliance, will be playing, and the similar approach being taken in east and southern Africa.

Assumption Two: The ECOWAS member countries will understand the new ECOWAS regional seed regulation and will enforce their national seed regulations in conformance with the regional regulation. However, African countries don't have a good record when it comes to implementation, and many government officials still do not understand the new seed regulations and what is required to implement them. To the extent that both Mali and Ghana have sponsored and participated vigorously in WASA workshops on better understanding aspects relating to their new seed regulations including the seed catalogues and how to maintain them, there is reason for optimism that governments will be serious regarding implementation.

Assumption Three: Continued work with breeders in collaboration with AGRA's Program for Africa's Seed Systems (PASS) which is assisting breeders in West Africa[7] will result in significantly greater numbers of breeders and quantities of breeder seed produced. Two sub-assumptions are that the variety release committees will meet more frequently to speed up the process of releasing varieties, and plant breeders will gain sufficient expertise and resources to not only produce breeder seed but also to maintain their existing varieties. As the committees meet only rarely, new varieties are not being released. Government breeders also lack the expertise or funding and equipment to maintain their existing varieties. Work will need to be devoted to these problems, including support for operating expenses. As work with government breeders is one area where this program must work with the government instead of the private sector, it is likely to be many years away for sustainability to be achieved. It is likely to be achieved only when a) private seed companies develop the capacity to develop their own varieties as in East Africa, or b) the government organizations involved in breeding are able to license their varieties to local companies and earn royalties.

Assumption Four: Continued capacity-building work with seed companies along with greater availability of breeder seed, including increased linkages with international seed companies, will enable more local seed companies to produce foundation seed, and in greater quantities, which, in turn, will enable those same companies plus large commercial firms to produce significantly large quantities of certified seed. A related sub-assumption is that large commercial firms will see the potential profits in planting extensive hectares of certified seed to sell. Seed companies and commercial firms in East and Southern Africa are already producing and selling certified seed. Monsanto, Pioneer and Pannar are investing in West Africa and their hybrid varieties are now being sold to farmers. So there is reason to be optimistic.

[7] It is working in Mali, Ghana, Nigeria, Niger (all focus countries under the existing USAID Seeds Project), also Burkina Faso and Benin.

Assumption Five: National seed trade associations (NSTAs) can be sufficiently strengthened to become an effective institution, with the assistance of the Applicant and the support of the new seed alliance, to raise awareness of and demand for improved seeds, particularly high-yielding hybrids which are likely to have the biggest impact on increasing food security. As seed trade associations in East Africa are already doing this, there is reason to be optimistic that those in West Africa, with assistance, can do the same.

IV. WEST AFRICA SEED PROGRAM (WASP)

A. WASP Objective

The objective of USAID's WASP is to build on the work presently being done by WASA to expand the production and availability of quality improved seeds in West Africa through the private sector. Increased production of certified seed, both OPVs and hybrids, is the primary goal. More specifically, the 2009 assessment on the seed sector by WASA concluded that in the eight ECOWAS countries surveyed, the average amount of improved maize and rice seed sold was only approximately 12 percent (10,700 MT) and 13 percent (11,000 MT), respectively, of the demand. The WASP goal is to raise this figure to at least 25% (22,300 MT for maize and 21,150 MT for rice) in five years. Special efforts will be made to ensure that poorer farmers including women benefit, but the goal is getting all levels of farmers using more certified seed.

In terms of achieving this goal, as with WASA, WASP will emphasize the involvement of the private sector. While continued assistance to government breeders is absolutely critical, long-term sustainability of foundation and certified seed production should rest with the private sector. The long-term goal is for the private sector to take lead of seed production, as is the case in the US and elsewhere. So the emphasis will continue to be on the use of market-driven mechanisms to promote the effective use of and access to improved seeds, and to enable local seed companies to respond to the anticipated increases in demand for improved quality seeds as the agriculture sector becomes science-based and transformed through the adoption of modern technologies to raise productivity.

First, there will be increased emphasis on building an effective alliance and determining what the priorities are regionally and in each country so that the end result is one strategy that all partners support, resulting in increased synergies and coordination among programs and a greater possibility for the alliance's attracting new additional funding to the seed industry. Second, the policy work is largely finished; what's needed now is a focus on implementation, including improving the understanding of the new laws and working with governments to determine what needs to be done to implement them effectively. Third, while continued capacity-building of breeders and assisting with operating expenses is still greatly needed, there is a need for increased emphasis on helping the functioning of the varietal release committees, improving the use of the seed catalogues, and helping breeders develop systems for maintaining existing varieties. Fourth, with the passage of the new seed regulations, an effort will be made to turn over more responsibilities in the seed sector to the private sector by strengthening private labs so that they can become certified for testing seed and training private companies in seed certification so that they can be qualified for carrying out inspections required for certifying seed. Fifth, there will be more emphasis in trying to get local seed companies involved in producing foundation seed and certified seed and, in particular, large commercial firms involved in the production of certified seed since they have the land and the access to credit that small seed companies don't. Capacity-building assistance will continue to be given to local seed companies to produce foundation/certified seed and linking them to international seed companies for mentoring and obtaining hybrids. But the main

strategy is to get commercial firms to produce certified seed because of their better capacity to do so. Sixth, the Applicant will want to work closely with USAID/WA's proposed new regional fertilizer program, which will be working in Senegal, Mali, Ghana and Nigeria and, among other activities, helping to update soil mapping, improving the capacity of agro-dealers, and conducting fertilizer trails in combination with climate-smart water-retention practices. The training of agro-dealers and the regional trials are two areas in particular where close coordination can achieve synergies and avoid duplication. Finally, the USAID Seed Project had a primary but not exclusive focus on six countries (Senegal, Mali, Burkina Faso, Niger, Ghana and Nigeria). This focus will be maintained but with the addition of Benin as it has enacted new seed regulations and has a national seed trade association.

B. Principal Interventions

1. West Africa Seed Alliance Building

In line with the WASA evaluation recommendation that the future alliance be African led, ECOWAS and AFSTA agreed at the WASA evaluation meeting in July 2011 agreed to lead it, and in late 2011 developed a draft Memorandum of Understanding (MOU), now awaiting formal approval. The MOU defines their joint roles in such endeavor. However, the process of developing an alliance, which will play a critical role in the successful implementation of WASP, is a major undertaking, time consuming, and requires special expertise. The Applicant will be expected to provide such expertise in helping ECOWAS and AFSTA build the new seed alliance, including development of agreed-upon priorities and a system of communication. The alliance building will consist of various forms of engagement with the broad range of potential public and private sector partners. Besides ECOWAS, AFSTA and USAID, the potential partners and members of the Steering Committee (SC) include AGRA, various international seed companies, e.g. Pioneer, Monsanto, Syngenta Foundation, and several Indian seed companies which have expressed interest in joining the alliance, also the EU, World Bank, African Development Bank (AfDB), National Inter-professional Seeds Association (GNIS), CORAF, CILSSS, African private sector groups, and the Brazilian Agricultural Research Corporation (EMBRAPA). The Applicant should consider conducting country by country consultations, holding meetings with the different players in the seed industry to determine the needs and priorities in each country and the advantages of joining an alliance to achieve such jointly.

It is important to note during the alliance building process that the private and public sectors operate and make financial commitments differently. For instance: (a) the private sector raises and accounts for its own funds; (b) the potential alliance resource companies may be competitors; and (c) many private companies may have quite different operating styles and cultures. The alliance partners, therefore, need to see real benefits from the program in terms of enhancing their business interests before making decisions about leveraging USAID resources and investing time and cash. Moreover, it is important during the alliance formation and thereafter for the alliance members to: (a) go beyond the formal systems and structures and encourage collaboration; (b) leverage and create value by focusing on areas of common interest, rather than trying to eliminate differences; (c) establish milestones pegged not only to the alliance goals, but also to performance in working towards the goals; and (d) focus more on how the partners will work together than on defining the alliance document, which may be modified on a as-needed basis by the resource partners during the implementation of the program.

During the WASA evaluation meeting in July 2011 in which ECOWAS and AFSTA agreed to lead the new alliance, the participants came up with an illustrative alliance organizational structure shown in Figure 1,

which is a modification of the WASA organizational structure. Table 2 shows the illustrative potential organizations for the Advisory Board, which includes the SC members plus others.

Among the next critical issues to be defined and agreed on for the next steps in the formation of the new alliance are the following:

- Finalizing the illustrative alliance organizational structure shown in Figure 1.
- ECOWAS and AFSTA formally approving the draft MOU on collaboration in the alliance
- Establishing the composition of the SC membership
- Cash and in-kind contribution mechanism by the alliance resource partners
- Defining the roles and responsibilities of the SC, advisory committee, and implementing partners
- Setting guidelines on the alliance communication strategy including use of logos
- Guidelines on expanding the alliance membership
- Sharing the USAID program description on ASIWA by the Applicant with the current and other potential resource partners (Pioneer, Monsanto, Syngenta, Technism, the EU, GNIS, EMBRAPA, AGRA, ECOWAS, AFDB, IFAD, etc.

Figure 1. Illustrative ASIWA Organizational Structure

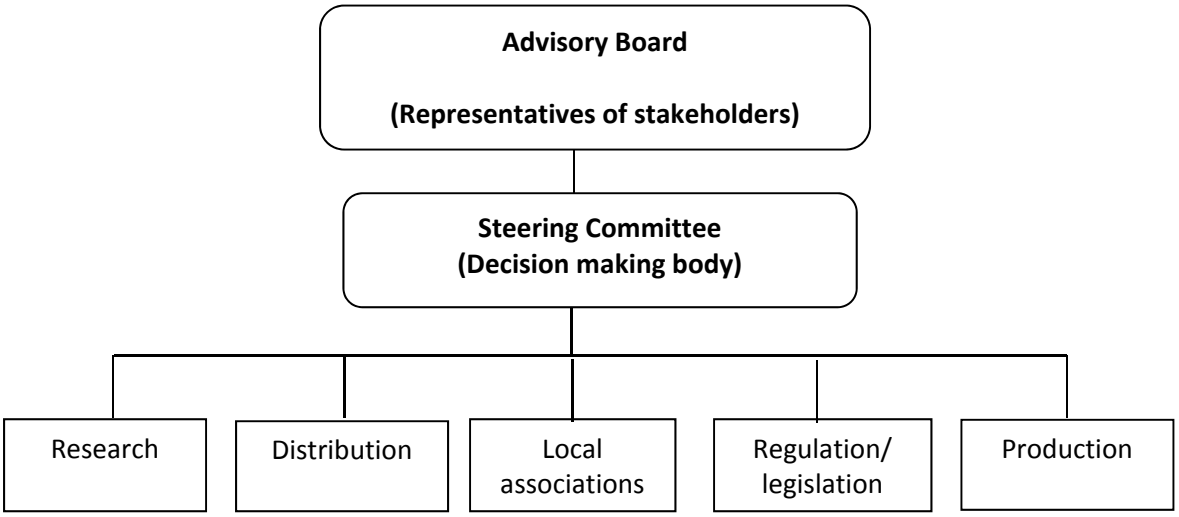

Table 2 . Illustrative Composition of ASIWA Alliance Administration and Programs Proposed During the Accra Meeting in July 2011

Advisory Board	Steering Committee	Implementing Organization	Proposed Programs
Intl Agri. Research Centers	ECOWAP Donor Group	Core ASIWA staff	Policy
National Agri Res Systems	ECOWAS	M&E Unit	Seed Production
African Private Sector Groups	ASFTA	Communication Unit	Seed Distribution
Intl Private Sector Groups	African Res Systems	Capacity Building	Research
Policy & Regulatory Authorities	Intl Agri. Research Centers		National Seed Trade Associations Strengthening
Major Donors, agri-related tech organizations, financing institutions, producer organizations			

Outcomes:

Outcome 1**:** A well-functioning public-private sector seed alliance is developed to promote a sustainable West Africa seed industry.

Outcome 2**:** Significant contributions are made to the alliance by public and/or private organizations and companies, including cash, in-kind contributions, or parallel activities if conducted in close coordination with the alliance.

2. Improving Implementation of National and Regional Seed Policies

Effective implementation of the new seed regulations, including those which need only minor modifications[8], requires: a) government officials and other seed actors who understand the new seed regulations, including the ECOWAS regional regulation[9], and what's required to implement them effectively; b) national seed committees with private sector participation operating regularly to ensure coordination among various agencies including customs; c) a proper operational official seed lab; d) a seed quality control system with trained agents for inspecting and certifying seed to ensure that it is of high quality; d) properly maintained and updated national seed catalogues; and e) varietal release committees with private sector participation meeting regularly to release new varieties.

As part of its yearly implementation plans, the Applicant should help the alliance develop country by country matrices/priorities for improving the implementation of their seed regulations in each country and the Applicant's role in providing technical assistance, training and equipment (e.g. lab equipment). Also, since national seed regulations and related matters are bilateral issues, the Applicant should collaborate with USAID/West Africa in coordinating with the USAID bilateral missions, US Embassies, and other donors on discussions with the respective governments regarding any policy or implementation issues that might arise.

Outcomes:

Outcome 1: Senegal, Burkina Faso, Niger and Nigeria formally enact their draft new/revised seed regulations.

Outcome 2: The above countries plus Mali, Ghana and Benin implement the new seed regulations effectively, including quality control and updated variety catalogues.

Outcome 3: In the same countries, national seed committees and varietal release committees meet regularly.

3. Increasing the Production of Breeder Seed

[8] Senegal, Nigeria, and Burkina Faso all have draft revisions (awaiting approval) making the minor changes needed to be in conformity with the new ECOWAS seed regulation. Those in Senegal and Burkina Faso require only the Minister of Agriculture's signature.

[9] For example, the regional seed regulation permit cross-border trade in seeds listed in the region-wide seed catalogue, but many government officials and seed industry actors don't understand this.

WASA's program of assistance to plant breeders focuses primarily on helping them produce greater quantities of breeder seed that has already been released as well as foundation seed, and helping them maintain varieties that have already been released. In the regional trials component, in which the breeders are heavily involved, WASA's primary focus has been on testing hybrids of international seed companies. The focus of WASP should be the same but with greater coordination with USAID bilateral mission programs and other donor programs, in particular AGRA's PASS program which is working with breeders in Ghana, Mali and elsewhere in the region with a singular focus on OPVs. Specifically, the Applicant should propose a strategy and program for a) improving the technical capacity of plant breeders in the focus countries[10], in coordination with AGRA, to produce and maintain breeder seed through short-term training and technical assistance programs, etc., b) helping to continue the regional trials program but, in collaboration with USAID/WA's proposed new regional fertilizer program, including therein, where feasible, fertilizer and smart-agriculture water-retention practices; c) helping to ensure that they have adequate operating expenses and equipment to carry out trials and maintain their seeds, d) improving their linkages with international seed companies and international research institutes so as to obtain their varieties more easily, e) encouraging them to take a lead role in activating the varietal release committees in which they participate, and f) improving their contacts with local seed companies to help ensure that significantly increased quantities of the most desired breeder seed is obtained by those companies involved in producing foundation seed. The overall objective is to increase the quantity of rice, maize and sorghum/millet breeder seed being produced.

For increasing the sustainability of breeder programs, the Applicant should consider exploring with plant breeders the feasibility of their licensing a variety or varieties to a particular company so that it alone may produce the foundation and certified seed for its clients. That way, the breeder/government receives a royalty and the company benefits from accessing a desirable variety. However, the long-term objective is for local seed companies to have the capacity to develop their own varieties as is the case in some countries in East and Southern Africa.

Outcomes:

Outcome 1: The amount of rice, maize, sorghum and millet breeder seed produced in focus countries and made available to seed companies for producing foundation seed increases yearly, quadrupling by 2016.

Outcome 2**:** Linkages between plant breeders and international research institutes, international seed companies and local seed companies producing foundation seed increases significantly and becomes sustainable.

Outcome 3: The number of new rice, maize and sorghum/millet varieties tested in regional trials continues at a high rate in combination with fertilizer and climate-smart agricultural practices where feasible.

4. Increasing Private Sector Participation in the Seed Industry

The ECOWAS seeds regional regulation and the alignment of national seed laws with the regional regulation have set the stage for significantly increased private sector participation in the seed business throughout West Africa. What needs to happen now is for the government to continue withdrawing

[10] Senegal, Mali, Ghana, Burkina Faso, Niger, Nigeria and Benin.

from the seed sector in favor of the private sector, and for the latter to a) increase its expertise in producing foundation and certified seed and then ramp up production thereof, b) participate actively on the national seed committees and varietal release committees (which the new seed regulations provide for), c) identify and develop a private seed lab to become the country's official lab for all seed testing, d) identify agents to become accredited to conduct inspections and certify seed. The broadly represented national seed committees mandated by the new regulations can be key to educating everyone on their respective roles and acting as a driving force for seed business development beginning at the local level by working with field inspection services, seed processing, storage, and seed labs in order to be effective in increasing private sector participation in the seed business.

As for local seed companies and large commercial firms, the former need to a) become more aware of the new varieties available and the advantages of each, b) develop links with international seed companies to gain access to their hybrids, and c) improve their business operations so that they can become more viable, increase their potential for producing foundation and certified seed, and again access to credit to expand their activities. Commercial firms in turn need to become more aware of the advantages of hybrids and the extra profits they can make by getting into the business of producing certified seed.

With regards to the problem of producing large amounts of certified OPV seed, partnerships can be forged with private companies including making contractual arrangements with large commercial companies in agriculture operating businesses in West Africa. These companies have large areas under irrigation for year-round production of rice, maize, and other crops. The companies can produce large amounts of foundation and certified seed to meet such demands as currently exist in countries like Ghana for yellow maize. In fact, the Prairie Volta, a commercial rice company in Ghana, is already producing certified rice seed for sale to NGOs and other clients. Such arrangements will need to be formalized to become integrated into the overall seed industry partnerships. Increasingly, more large commercial companies may see good opportunities in producing certified seed, which sells at a higher price than ordinary grain, and they are also potential users of higher-yielding hybrids.

In short, there are numerous activities that the Applicant will need to support to get the private sector more actively involved in the seed sector. The situation in each country is different, so the Applicant will first need to do a country by country assessment to determine a strategy to recommend to the alliance. Examples of tasks that the Applicant might support include the following:

1) Raising the awareness of seed companies and commercial firms of the potential profits in producing foundation and certified seed production. This should include continuing the regional trial demonstrations initiated under WASA, with field days to better inform seed companies, agro-dealers, commercial firms and farmers of the advantages of various new varieties, including the dissemination of informational brochures on the seed sector and crop varietal catalogues. These should be closely coordinated with AGRA's work with breeders, seed companies and agro-dealers and the proposed new USAID/WA regional fertilizer program as these demonstrations could be for both seeds and fertilizers and climate-smart practices.
2) Providing technical assistance and training to local seed companies and interested commercial firms with the objective of their becoming accredited by the government to produce foundation and certified seed.
3) In each country, helping identify a private laboratory best suited for being the country's official seed lab and, after helping get the government's agreement, helping provide (or encourage an alliance partner or a USAID bilateral mission to provide) the technical assistance, training and equipment to help ensure that the lab can perform the role satisfactorily. For long-term

sustainability, support to a government lab is less desirable, but in some countries that may be the only alternative.

4) Working with local seed companies to identify employees for becoming potential accredited certification agents and then assist in training them to become accredited.
5) Continuing efforts initiated under WASA to link additional seed companies to international companies.
6) Working with seed companies and agro-dealers to improve their business operations, including providing assistance to access credit to purchase equipment necessary for producing quality seed, helping develop business plans and build their capacity to operate viable businesses, helping improve their packaging of seeds in conformance with the new seed regulations.

Outcomes:

Outcome 1: Number of local seed companies and agro-dealers with improved business operations as measured by their correct and attractive packing of seeds.

Outcome 2: Number of private entities approved to produce foundation and/or certified seed.

Outcome 3: The quantity of foundation and certified seed produced in each targeted country increases progressively toward a target of a four-fold increase by 2016-2018.

Outcome 4: Number of private sector agents accredited as certified seed inspectors.

Outcome 5: Number of countries with a well operating accredited seed lab increases progressively, reaching 7 by 2016.

Outcome 6: Increased linkages established between international and local seed companies.

5. Institutional Strengthening of Seed Trade Associations

Private sector organizations are the key to establishing a viable and sustainable seed industry in West Africa, and the region's NSTAs are the key institutions promoting them. NSTAs, with their broad membership involving all seed actors, are key to expanding the production, demand, and marketing of certified seed. They are also the primary institution for advocating regional and national policy measures to facilitate trade in seeds including cross-border trade. More specifically, well-functioning NSTAs: a) serve as a link between individual seed companies and national governments and advocate on their behalf; b) help in resolving disputes among members and removing trade-related obstacles; c) are capable of financing their activities through membership fees, etc., and d) participate in field inspections of certified seed plots to help ensure quality control.

In West Africa, there are 8 countries with NSTAs: Senegal, Mali, Ghana, Burkina Faso, Niger, Nigeria, Benin and Cote d'Ivoire. However, all of them are weak and need various forms of institutional capacity building to play their role effectively. The Applicant will need to assess the existing NSTAs to determine their institutional viability and needs and then produce a plan for providing technical assistance and training to address those needs. There are several areas where NSTAs clearly need assistance, one being capacity building. The Applicant will need to assist in raising their capacities, which are all weak. For example, technical professionals, some of whom may be contributed by international seed companies as during WASA, may be contracted to assess the institutional viability of the NSTAs and then

outline steps necessary to enhance overall capacity such as in communication, advocacy, financial and business management, governance, advertising, branding, and entrepreneurship skills. Two other areas where technical assistance and training are clearly needed for NSTAs and their members, including seed companies, are a) improving their general understanding of plant breeding and the generation of new technologies in order to ensure that such NSTAs and local seed companies are aware of potential future technologies and are ready to adopt them as soon as they become available, and b) increasing their knowledge about the technical aspects of seed production. The objective is to provide the seed industry key actors with the necessary skills to effectively address the various impediments to the production and sale of improved seed, thus helping to increase the availability of such seeds to farmers.

A major constraint facing seed companies relating to market information is that they do not know how much seed to produce without knowing the demand. Accurate seed demand forecasting is very difficult and depends on information that is frequently unavailable. NSTAs, with their ties to various different participants in the seed sector, would appear to be best situated for making in-country demand forecasts, however imperfect. The Applicant, considering how this issue is addressed elsewhere, should propose an approach for addressing this issue in West Africa. It should include how it may involve or coordinate with the ECOWAS Agriculture Information System (ECOAGRIS), a brand new agriculture information system established by ECOWAS which contains a markets information component that involves a) "linking instruments and systems available to allow the monitoring of cross-border flows of goods, products and services, mainly concerning agricultural and food products", and b) "production and distribution of products for information about the markets and the flow of products, goods and services in the ECOWAS region".[11]

Outcomes:

Outcome 1: Number of NSTAs which are viable and capable of managing their own affairs increases progressively.

Outcome 2: Number of NSTAs capable of lobbying effectively for the seed industry increases progressively.

Outcome 3: Increased number of NSTAs and local seed companies with enhanced understanding of seed production technology, plant breeding, and new technologies.

Outcome 4: Increased number of NSTAs providing seed companies with useful information for seed demand forecasting.

5. Cross-Cutting Issues

Access to Capital/Finance – Inability to access financing has been identified in AFSTA assessments as one constraint to local seed companies' purchasing seed processing equipment (including packaging and labeling) and setting up modest seed storage facilities. Technical assistance by the Applicant should include helping them develop business plans and understand how to approach banks for credit.

[11] *ECOAGRIS Newsletter No. 1*, January 2012, from info.ecoagris@ecowas.int.
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Awareness Raising – Farmers may want to use improved seed but often do not know the benefits. The problem can be addressed by field trial demonstrations/farmers field days. Relevant informational material such as simple brochures will also be distributed during the field days. Supporting regional trial demonstrations as done currently under WASA is an activity that should, where possible, be done in collaboration with fertilizer trials under the proposed new West Africa fertilizer project and jointly financed in all or part by the fertilizer and seed companies since it is an avenue for promoting their products. The trial plots may include ones using improved seeds alone and others with fertilizer to show the additive gains.

Gender Considerations - In West Africa, women generally play a dominant role in the production of staple food crops such as rice, maize, and roots and tubers. The exception to this is when these crops are grown on medium- to larger-scale farms for commercial purposes and as mono-crops. This involvement of women in farming activities is an addition to their household activities. Because there is the perception that only female extension agents should assist female farmers and there are few female extension agents, women may have limited or no access to extension and related services such as credit programs. Women may also not play an active role in the design of new programs as compared to their male counterparts.

The Applicant will identify ways to address gender equity and social inclusion through broad-based participation of women in the various interventions; and to identify and address obstacles that may prevent certain groups from having access to the various ASIWA services including income generating opportunities. As done now under WASA, WASP will stress the full participation of women's groups in the planning and sharing of information and knowledge in the alliance activities. The program should make every effort to ensure that women benefit equally from capacity building, technology transfer, information dissemination, and income generation activities. For example, in the case of WASA, the alliance assists both male and female local seed companies and agro-dealers in capacity strengthening and business and financial management training. One such woman-owned company in Mali was recently interviewed for a documentary by CNN about her seed enterprise and experiences.

Sustainability – The project's strategy for sustainability is to gradually turn over as much of the seed production business as possible to the private sector, as is done in much of the world, and support an alliance as a way of attracting additional funding to the seed sector. This includes a) helping the private sector take over the responsibilities of the seed labs and b) helping many new private sector agents become accredited as seed certification agents, getting the government out of these two activities (quality control and seed certification), which greatly increases their potential sustainability. However, for the near future, governments in West Africa will need to take the lead role in producing breeder seed. Virtually all of the existing programs are financed by outside donors because government budgets for these activities barely cover salaries. Policy dialogue with the governments in combination with lobbying by NSTAs is one way WASP with the Applicant's support should try to increase their support for such.

Environmental Considerations - Increased use of improved quality seeds, combined with the complementary inputs and management practices, has great potential for increasing agricultural productivity. Although the use of improved seeds and the complementary inputs, such as fertilizers and improved practices in water retention, are still extremely low in West Africa, it is important that farmers are educated on sound environmental and crop production management practices. Therefore, in the draft IEE, the Applicant will describe what steps will be taken to promote environmentally responsible

use of seeds. In addition, the Applicant will include a detailed EMMP in the Year 1 Annual Work Plan. The EMMP will be updated during submission of subsequent annual work plans.

C. Alignment with ECOWAS and FTF

WASP aligns directly with CAADP Pillar 4 on improving agricultural research, technology dissemination and adoption, which ECOWAS has assigned CORAF to implement. WASP also directly responds to the objective and principles of the USAID FTF by supporting regional efforts to achieve food security and reducing poverty. USAID's approved FTF multi-year strategy outlines three Intermediate Results (IRs) to achieve the high level objectives of the FTF Results Framework (RF). The Intermediate Results (IRs) related to seeds include the following:

IR: Improving Seed Industry Policies
IR: Increased Private Sector Participation in the Seed Industry
IR: Capacity Strengthening of Seed Industry Associations

All three IRs will be implemented in synergy. WASP will also seek to achieve all the three IRs in collaboration with the alliance partners, especially the private sector including international seed companies, equipment seed manufacturers, NSTAs, local seed companies, and agro-dealers. In addition, the seed alliance will continue working closely with other programs in the ECOWAS region (see Section V herein) to create synergies, including USAID/WA's proposed new fertilizer program being finalized.

D. Knowledge Management Review

The WASP design has relied greatly on information gathered from existing USAID programs including, above all, the on-going WASA program, but also others including the Initiative to End Hunger in Africa (IEHA) and its evaluation.[12] The IEHA evaluation recommended incorporating a regional dimension in USAID/WA's programs to promote broad based agricultural growth and economic integration, with a focus on the transfer of appropriate technologies and best practices as well as increasing cross-border trade among the 15 ECOWAS countries. Therefore, USAID/WA financed an analysis to strategically look at the West Africa agriculture sector.[13] That analysis confirmed that the use of modern agricultural inputs, such as and improved quality seeds and fertilizer, in West Africa is extremely low. Another conclusion from the analysis is that there is a potential inter-regional trade of approximately $20 billion, mostly in staple food crops, that is currently impeded by lack of regional integration among the ECOWAS member countries. USAID/WA, therefore, funded the Agribusiness Trade Promotion project (ATP) and the Expanded-ATP (E-ATP) programs to capture this trade by expanding the value and volume of trade. Implementation of WASA and the information and the experiences gained thereunder also greatly informed the design. In addition, two previously-mentioned separate studies by WASA and AFSTA on the state of the seed industry in 9 ECOWAS countries[14] helped inform WASA and the design.

E. Geographic Focus and Target Beneficiaries

USAID/WA's mandate is the regional integration of the 15 ECOWAS member states. However, USAID's Seed Program led by ICRISAT under WASA has focused primarily on Senegal, Mali, Ghana, Nigeria,

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[12] LTL Strategies: Presidential Initiative to End Hunger in Africa: *"Evaluation Report"*. November 2006.
[13] IFPRI: *Regional Strategic Alternatives for Agriculture-leg Growth and Poverty Reduction in West Africa*. December 2006.
[14] See footnote 5 herein.

Burkina Faso and Niger, and WASP will do the same plus Benin (which has a NSTA and reformed its seed regulation), in particular the capacity-building work with plant breeders, seed companies and agro-dealers. However, as the new alliance led by ECOWAS and AFSTA will cover all of ECOWAS member states, any work in the policy area and with seed trade associations in support of the alliance will not be limited to those seven countries but cover potentially any country in the ECOWAS region. Also, to the extent that any seed variety trials under the umbrella of the new seed alliance take place outside the seven above-mentioned countries, WASP can support such as well.

F. Work Plans and Reporting

1. Work Plans

Work plans should provide details on planned program activities during the time period covered, the responsibilities and contributions of each partner to the achievement of the objective, and the expected results to be achieved. All annual work plans will be submitted to USAID/WA AOR for review and approval.

The Applicant will submit an initial illustrative Implementation plan covering the duration of the WASP with its application. The Applicant is also expected to submit the draft first year detailed annual work plan to USAID/WA along with its application. Subsequent annual work plans will be submitted for review and approval by September 15 to cover the USAID fiscal year from October 1 through September 30 the following year. Annual work plans will include an Environmental Mitigation Monitoring Plan (EMMP). The Applicant will also submit a draft Performance Monitoring Plan (PMP) for the activity concurrently with the submission of its first annual work plan. The PMP may be revised to take into consideration the final list of FTF indicators when they are available.

2. Monitoring and Evaluation Plan

The main objective of the M&E plan is to track progress during the implementation of the project, explain trends over time, track and explain constraints and opportunities, roles of different stakeholders, and capacity to perform their functions. The Applicant will establish baseline indicators data including those compiled from the WASA activity and future alliance outcomes and impacts on the seeds sub-sector following the award. The indicators selected should therefore be appropriate to best capture and reflect the range of outputs, outcomes, and impacts associated with the activities being implemented. For this reason, indicators must be those that best reflect the range of outputs, outcomes, and impacts associated with the activities being implemented. They must capture critical milestones along the trajectory of impact, i.e. between relevant interventions such as policy reforms that are put in place and how they can affect agricultural productivity growth, poverty, hunger, food security and nutrition (Attachment I).

The Results Framework (Attachment J) demonstrates how the sub-intermediate results interact with and link to each other at different levels. It emphasizes the rationale for synergies and stakeholder collaboration to bring cohesion across different programs developed to track the regional FTF strategy.

In addition to the illustrative indicators in the Indicator Framework (Attachment I), a core set of custom indicators should be developed with a view to track the depth of analysis desired and the corresponding data and tools of analysis required to undertake results reporting in a credible fashion. The level of analytical detail will vary by the level at which the results of analysis are being reported for each

indicator. Furthermore, the core set of custom indicators should be those that various stakeholders are willing to collaborate in setting benchmarks and spend sufficient resources and time in collecting, analyzing, reporting on, and using the resulting information. Additionally, the core set of indicators must allow for aggregate assessment [desired] of progress at the requisite levels where relevant to facilitate cumulative reporting.

Consistent with the new USAID evaluation policy, impact and performance evaluations will be periodically conducted on FTF related programs in a relatively structured analytical effort to answer specific program management questions. USAID/WA will use external evaluators, and where appropriate the difference-in-difference (counterfactual) approach in analyzing how much of the success can be attributed to the program's interventions where the opportunity to credibly do so exists. USAID/WA therefore expects WASP to incorporate strong evaluation functions from the beginning, and gather plausible evidence to reduce the uncertainty about the "difference" the program is making.

3. Indicators and Expected Results

WASP contributes substantially to the objectives of the FTF and the CAADP. The contributions will be measured by a series of agreed upon indicators, which will ultimately be compiled in a Performance Monitoring Plan (PMP).

The Applicant is also encouraged to develop custom indicators which can be used to improve program performance, and/or which more appropriately capture program achievements than the standard indicators.

The Applicant is expected, to the extent possible, to coordinate and work with key regional institutions and organizations involved in developing, tracking, and advocating reforms and implementing programs aimed at removing impediments to cross-border trade in seeds and agricultural commodities to support the FTF and CAADP objectives. With regard to the agriculture sector productivity, the Applicant is encouraged to work with other USAID bilateral missions, partner organizations, and implementing partners of relevant programs to the extent practicable to take advantage of opportunities and create synergies. The samples of reports and reporting on results of achievements are highlighted in the Implementation Plan section below.

4*. Implementation Plan*

The implementation plan and schedule shown in Attachment K is illustrative and based on the illustrative activities described in the Program Description. As noted in the implementation plan, the alliance activities are planned for five years to correspond with the USAID FTF strategy's implementation period. The implementation plan lays out the illustrative types of progress reports to be submitted to USAID and the alliance partners. They include the annual report which documents the achievements made and also any challenges encountered during the year and how they were resolved or proposed to be resolved.

WASP is intended to be supported and funded by other donors and private sector partners. The WASA data on the assessments of the seed sector may be used as baseline data if found to be reliable and appropriate.

5. Management Plan

The Applicant's management and administrative plans should be based upon a clear organizational chart representing how the activity will be organized and managed. It should also be specific about where activity offices and staff will be located and how the operations will be supported in terms of finance, administration, leverage (i.e. match, in-kind, cost share, etc.), and logistics.

6. Sub-Awards

For implementing activities: As there is often limited capacity within African organizations to implement complex programs, Applicants are encourage in their proposals to build in technical assistance for carrying out activities and, where expertise is needed, partner with other organizations, as sub-contractors or sub-grantees, to carry out specific activities or assist the Applicant in doing so. For instance, it may want to make a sub-award to an institution to provide technical assistance to plant breeders to build their capacity and carry out their trials, or to governments to help develop their seed quality control programs and/or build the capacity of their seed labs. The Applicant is encouraged to include a discussion of any intended sub-grant program, including the process proposed for soliciting applications, making selection, awarding, and managing the sub-awards (Attachment L).

V. OTHER RELATED ROGRAMS

A. USAID-Financed Related Programs

The USAID/West Africa Regional Agriculture Office (RAO) will be responsible for oversight and management of the WASP cooperative agreement. RAO is also directly managing the following complementary programs:

1. CORAF

The West and Central African Council for Agricultural Research and Development (CORAF/WECARD) is the organization responsible for coordinating all agriculture research in 21 countries in West and Central Africa including the 15 ECOWAS member states. CORAF also leads the implementation of the CAADP Pillar 4 on agricultural research, technology dissemination and adoption in West Africa. CORAF works in coordination with the Forum for Agricultural Research in Africa (FARA), which is responsible for coordinating research throughout all of Africa and leads the CAADP Pillar 4 at the continental level for the African Union. USAID/WA provides support to CORAF under its Institutional and Staple Crops and Biotechnology Support Program grant to CORAF; it is intended to address key productivity issues in the staple crops and biotechnology sub-sectors. CORAF works with International Agricultural Research Centers and the National Agricultural Research Systems by providing them sub-grants to implement the USAID award on addressing productivity constraints on staple crops and biotechnology. CORAF has been a major partner in WASA, and the Applicant is therefore expected to collaborate extensively with CORAF to promote the alliance and synergies in the seed sector.

2. Agribusiness Trade Promotion (ATP)

The ATP project's primary objective is to increase the value and volume of intra-regional agricultural trade in West Africa in order to contribute to achieving the six percent agricultural growth target set under CAADP. It aims to accomplish this goal by improving the operation of key trade and transport

corridors, market structures, and the availability of financial services, with the focus on the regional value chains for maize, onions/shallots, and ruminant livestock/red meat.

3. Expanded Agribusiness Trade Promotion (E-ATP) Program

The E-ATP project's primary objective is to increase the value and volume of intra-regional agricultural trade in West Africa in order to contribute to achieving the six percent agricultural growth target set under CAADP. It aims to accomplish this goal by improving the functioning of the regional value chains for rice, poultry (including efforts to prevent and control avian influenza), and coarse grains (sorghum and millet), with a key focus being facilitating the movement of key food staples from chronically surplus to chronically deficit areas.

4. Institutional Support on Policy through the Permanent Inter-State Committee for Drought Control in the Sahel (CILSS)

CILSS addresses issues on food security in nine countries with an expanded mandate to work in other ECOWAS countries on specific issues. It is the lead organization for the CAADP Pillar 3 on increasing food supply and reducing hunger. CILSS has worked closely with WASA on addressing policy constraints on seeds both at the regional and bilateral level. WASP should take full advantage of lessons learned from WASA, in particular its policy work, and gains from it.

B. Other Organizations and Programs

The Applicant needs to be aware of other on-going programs which are related to the work under WASP. These programs include those being implemented by the following organizations:

1. Economic Community of West African States (ECOWAS)

ECOWAS, as a Regional Economic Community (REC), is the main regional organization in West Africa with which USAID has a partnership relationship. ECOWAS is responsible for regional integration and leading the CAADP process at the region level and is working with AFSTA to lead the restructuring of the seed alliance under WASA. ECOWAS has mandated sub-regional organizations to lead the technical implementation of the four CAADP Pillars as follows:

a. The International Water Management Institute (IWMI) for Pillar 1 on extending the area under sustainable land management and reliable water control systems;
b. The West African Economic and Monetary Union (WAEMU) for Pillar 2 on improving rural infrastructure and trade-related capacities and market access;
c. CILSS for Pillar 3 on increasing food supply, reducing hunger, and improving response to food emergency crises; and
d. CORAF for Pillar 4 on improving agricultural research, technology dissemination and adoption.

2. The Africa Seed Trade Association (AFSTA)

AFSTA represents the private seed sector and has established a Memorandum of Understanding (MOU) with the African Union designating it as Africa's representative on matters related to seeds with the local and multinational partners. It was founded in 2000 as a non-profit private sector organization to represent and lead the interests of the private seed industry, at the

African Union continental level, for promoting trade in high quality seeds to improve the level of food security. It is based in Nairobi, Kenya and has a board of directors that governs its activities. The annual membership is (mostly in the $1,155-$1,733 range). Its membership includes 46 seed companies and 26 national seed trade associations (NSTAs) in Africa and worldwide. It collaborates with the International Seed Federation (ISF), International Seed Testing Association (ISTA), and the Organization for Economic Cooperation and Development (OECD). AFSTA is well connected with the global seed industry companies, NSTAs, donors, and national and international research organizations. Its annual meetings are attended by nearly 300 seed industry delegates. It is the lead implementing organization for the Alliance for the Seed Industry in East and Southern Africa (ASIESA) in joint partnership with the Common Market for East and Southern Africa (COMESA), the comparable organization to ECOWAS. USAID/EA has given AFSTA an initial one-year funding to help ASIESA, which is currently being formed, set up an office at AFSTA in Nairobi. Seeing the challenges that WASA has faced, USAID/EA is proceeding cautiously in helping form ASIESA. Other partners, including some under WASA, are also assisting ASIESA. During the past two years under WASA, USAID/WA has provided funds to AFSTA to set up a West Africa regional office in Bamako and initiate close collaboration and relevant capacity building of the NSTAs in a number of ECOWAS countries. AFSTA has been a major participant in the WASA seed alliance and a member of the alliance Steering Committee, received a $150,000 grant from Pioneer to help develop national seed trade associations in West Africa, and is in the process of signing a MOU with ECOWAS to oversee a new seed alliance.

3. The Alliance for a Green Revolution in Africa (AGRA)

AGRA, which has been a participant in the WASA alliance and a member of the Steering Committee, has an ambitious continent-wide program totaling $150 million to increase Africa's capacity to breed, produce and disseminate seed of staple food crops (including maize, rice, beans, sorghum, millet and cassava), called the Program for Africa's Seed Systems (PASS). PASS has four components: education of plant breeders and seed specialists to develop improved varieties, support to private African seed companies and farmer cooperatives to produce, distribute and market improved seed and improve their storage and processing capacity, and strengthening of agro-dealers to distribute the seed to remote farmers. Like WASP, it also has a policy component (promoting policies that accelerate the release of new varieties, strengthen regulatory systems, eliminate seed trade barriers, and harmonize regional seed laws) and attempts to build partnerships between national agriculture research organizations and seed companies. It has thus far **trained over 150 African crop scientists (including providing PhD and MSC fellowships to plant breeders and agronomist at African universities). In West Africa, it is training roughly 40 breeders from Ghana, Mali, Burkina Faso, Niger and Nigeria, i.e. many of the countries covered by WASP. It is also funding crop breeding programs in those countries, basically underwriting the costs of the government breeder programs and providing them with technical assistance to increase their capacity. In those programs, it is working only with OPVs, not hybrids, and it is helping the government breeders to produce larger quantities of breeder seed so that it can get into farmers' fields. PASS is also providing assistance to the local seed companies in these countries, helping to create new ones by providing them with start-up capital. It is also assisting agro-dealers in the same countries. As AGRA's program is working in areas where WASP will be working, the Applicant should expect to development and implement its program in close coordination with AGRA to achieve synergies and avoid overlap.**

4. *African Development Bank (AfDB)*

The ADB has invested significant amounts of money towards the development of the seed sector both at the regional and national levels in West Africa. One such program, with funding of approximately $35 million, is supporting the dissemination of the New Rice for Africa (NERICA) varieties in seven West African countries – Benin, Ghana, Guinea, Mali, Nigeria, Sierra Leone and The Gambia.

5. *International Fund for Agricultural Development (IFAD)*

IFAD is a specialized agency of the United Nations that was established as an international financing institution. It finances agricultural development projects primarily for food production in the developing countries. Its main regional program in the seed sector in West Africa is a short-term food facility program of approximately Euros 20 million from the European Union (EU) that ends in 2011. IFAD also provides funds to IITA, WARDA, and ICRISAT to help fund their programs on rice, roots, and tuber crops.

6. *World Bank*

Up until about the mid-1980's, many African countries provided fertilizer subsidies but they weren't effective. So the World Bank introduced structural adjustment programs which promoted the removal of these subsidies. In 2005, however, Malawi instituted a highly publicized seed and fertilizer subsidy program that doubled maize production in a year and seemingly challenged conventional wisdom regarding subsidies. Starting in 2008, when world fertilizer prices went sky high, many West African governments re-introduced fertilizer and seed subsidies, hoping for similar results (but not achieving such for various reasons). Recognizing a potentially useful role for limited subsidies, the World Bank has been working with governments to introduce various forms of "smart subsidies" which are intended to kick-start the use of improved seed and fertilizer and then be gradually phased out after some 10 years. Accordingly, the Applicant will be expected to play a major role in advising ECOWAS and government regarding subsidies, in collaboration with the Bank et al and, most importantly, under the close guidance of USAID/WA and USAID/Washington.

7. *European Union and Other Multilateral Donors*

The EU is very active in the agriculture sector in West Africa as is the FAO, France, Canada, and the UK. Under the CAADP framework, these donors fund projects, which include agricultural inputs, through different regional organizations including ECOWAS, WAEMU, CILSS, and CORAF. In the case of the EU, it has provided short-term funds through IFAD for the seed subsector in the following three areas: (a) to ECOWAS for capacity strengthening, emergency response, and technical assistance, (b) to ICRISAT for research in five countries, and (c) for seed production.

8. *West African Economic and Monetary Union (WAEMU)*

Also known in French as the Union Economique et Monetaire Ouest-Africaine (UEMOA), WAEMU was established to promote economic integration among the countries with a common currency, the CFA franc. Members include Benin, Burkina Faso, Côte d'Ivoire, Mali, Niger,

Senegal, Togo, and Guinea-Bissau. The member countries have implemented macroeconomic convergence criteria and an effective surveillance mechanism, adopted a customs union and common external tariff, harmonized indirect taxation regulations, and initiated regional structural and sector policies. A September 2002 International Monetary Fund survey cited UEMOA as "the furthest along the path toward integration" of all the regional groupings in Africa. The integration of these countries' markets is key to enabling cross-border trade in commodities, including seeds.

ATTACHMENT A: LOGICAL FRAMEWORK FOR PROJECT DESIGN

Project Title: West Africa Seed Program **Date**: January 30, 2012

	Narrative Summary	Objectively Verifiable Indicators	Means of Verification	Important Assumptions
If Purpose, then Goal	Goal: Improved sustainable agricultural productivity	Increased yields of selected crops in selected areas.	Government statistics and reports.	Improved certified seed are available in stores early in the planting season and increasingly used with fertilizer. Fertilizers become available on time at lower cost.
	Project Purpose: Increased regional availability & use of improved seeds	Increased volume of certified seed sold in the ECOWAS region.	Government statistics and reports.	Farmers will see value of certified seed and purchase them. Number of private sector and farmers producing certified seed continues to increase
If Outputs, then Purpose	Outputs: Increased production & regional distribution of quality hybrid and other seeds by the private sector	Increased volume of certified seed produced. # of national seeds trade association & seed companies strengthened. # of countries implementing this new seed laws effectively.	Implementing partner reports.	Governments implement their new seed regulations. Private and public partners join and contribute to the new seed alliance. Commercial operators see potential profit in producing certified seed.
If Inputs, then Outputs	Inputs: Technical Assistance Training Commodities	# of countries assisted to implement their seed laws # of local seed companies & commercial ag companies assisted to produce foundation & certified seeds. # of local seed trade associations & seed companies provided TA. # of public plant breeders assisted at national research institutions.	Implementing Partners Report	Sufficient breeder seeds become available to significantly increase certified seed production. Government gives high priority to implementing new laws.

ATTACHMENT B: GOVERNMENT COST ESTIMATE FOR WASP

$9,000,000.00 **(U.S. Dollar Nine Million)**

USAID/WA anticipates no less than 24% of total funding towards Sub-awards/grants and no less than 4% towards Environmental Compliance costs.

Attachment C: WASA Achievements

West Africa Seed Alliance

Challenges, Developments, and Achievements

Introduction: Farmers ability to have access to a reliable source of quality improved seeds is critical to ECOWAS being able to meet the objectives of the Comprehensive Africa Agriculture Development Program (CAADP) and USAID's Feed the Future Initiative of significantly improving food security in West Africa.

In the past the public and private sectors have mostly worked alone in trying to develop a commercial seed industry in West Africa but have not been successful. USAID and private organizations formed the WASA alliance to identify constraints, share new ideas, and work together at the regional and bilateral level to find solutions to the fundamental impediments to a sustainable commercial seed industry in West Africa. The private organizations include Pioneer, Alliance for a Green Revolution in Africa (AGRA), Monsanto, and the African Seed Trade Association (AFSTA). The focus countries are Burkina Faso, Ghana, Mali, Niger, Nigeria, and Senegal.

Challenges: In West Africa, the use of seeds of hybrid varieties was almost non-existent. This is partly because hybrid seeds are more expensive due to higher yields and other good traits than seeds of open pollinated varieties developed by public institutions. The second reason which is perhaps the most important is that farmers do know the benefits derived from using seeds of hybrid varieties of crops. International seed companies such as Pioneer that had representation in West Africa in the nineteen eighties therefore had to close down due to lack of viable markets. This is unlike East and Southern Africa where there are local private companies that develop and market their own brand of seeds. The third reason is that in West Africa, the Ministries of Agriculture and their various agencies dominate the seed industry from breeder seed production to marketing of commercial seed for farmers and their organizations. Since the role of the public sector should however be more one of policy regulation and providing a suitable environment for private investment in agriculture, West Africa's farmers have never had a reliable supply of adequate quality seeds.

Recent Developments: The situation is changing. Since 2009, the 15 countries of the Economic Community of West African States (ECOWAS) adopted a regional seeds regulation on cross-border seed trade. WASA provided significant technical input into the process by working with the ECOWAS Commission. The regional seeds regulation is however not enforceable at the national level and this still makes it difficult to market seeds regionally by the emerging private seed companies. WASA assists governments in reforming their existing national seed laws, which resulted in Ghana and Mali aligning their seed laws with the regional regulation. And in July 2010, both countries adopted their new Seed Legislations on cross-border seed trade. The final process is to begin monitoring the implementation of the new laws.

Achievements – Major achievements include the following:

- Development and publication of a web-based regional variety catalogue for use by governments and the seed industry.
- Carrying out two assessments on the state of the seed industry in the nine ECOWAS countries of Benin, Burkina Faso, Cote d'Ivoire, Mali, Niger, Nigeria, Ghana, Senegal, and Togo; the conclusions include the following - (a) most farmers do not know the benefits derived from using improved quality seeds, (b) a lack of seed demand forecasting, and (c) not even 20 percent of the requirements in rice and maize seeds for which farmers have expressed interest in purchasing can be met by the ECOWAS countries.

Photo: by WASA

- Obtaining yields in hybrid maize and irrigated rice ranging from 3-7 ton/ha and over 7 ton/ha respectively in regional trials on hybrid varieties from international companies evaluated against open-pollinated varieties developed by public institutions and released by national programs.
- Interest expressed by Brewery companies in Nigeria and Ghana in most of the hybrid sorghums in the regional trials because of their high yields and other good traits.

- Facilitation of linkages between local companies in West Africa with reputable international seed companies resulting in (a) Wienco Ghana Ltd soon to begin commercializing two of the South African Company, Pannar, hybrid yellow maize varieties, (b) AgriServe the Pioneer representative in West Africa beginning commercial production of Pioneer hybrid white and yellow maize varieties in Ghana, and (c) two Malian companies, one female-owned, already purchasing and marketing hybrid vegetable seeds including eggplant from an Indian company.

Photo: by WASA

Implications: These achievements do not only have policy and agricultural productivity implications but also positive impacts which are not visible at present. They include:

- The fact that the dominant role of the public sector in the West Africa seed industry is changing, and the nascent private sector is increasingly playing a greater role due to policy reforms, coaching, and mentoring by the international seed companies.
- Greater public awareness both at the ECOWAS Commission and national level on the importance of agricultural inputs in transforming the agriculture sector in the region in order to achieve the objectives of the CAADP.
- The double to triple yields of hybrid maize and rice over the current regional average of 1 ton/ha and 2.6 ton/ha respectively for these staple cereals in addition to the shorter duration than the varieties currently grown, which reduces irrigation water cost; and offering the possibility to grow 2-3 crops a year as practiced in most Asian countries – with 6-8 ton/ha yields obtained per crop.
- Yellow maize which was essentially 100 percent imported for the poultry industry to meet the growing demand for eggs and poultry by the rapidly growing urban population in Ghana is increasingly being grown and marketed locally which saves scarce foreign exchange.
- The interesting finding that most of the foreign vegetable hybrids tested in West Africa seem to be well adapted to the climatic conditions as well as being resistant to most of the common pests and diseases in the region thereby making rapid gains in productivity; the Prema variety onion is suitable for both dry cool season and rainy season production; while the Maxipeel tomato is tolerant to the wilt disease that is a major problem in West Africa.
- Over 70 ton/ha superior yield of the Maxipeel hybrid tomato compared to 40-60 tons/ha for the local bred ICRIXINA tomato variety adopted by women's groups in Mali two years ago; this implies increased productivity and incomes for small-scale farmers.

Photo: by WASA

- The fact that vegetables are a good complement to staple cereals and livestock; require only small land area, can easily be grown in the backyards, as well as in wooden boxes.

Conclusions:

WASA and its partners have laid the basic foundation for a private sector-led seed industry in West Africa. The critical role of agricultural inputs in transforming agriculture in West Africa has been recognized at the ECOWAS and national level. A testimony to this is governments allowing local seed companies to import and market hybrid seeds of staple cereals and vegetable crops to West Africa. Farmers do not only now have a wider choice of varieties, but more importantly choice between open pollinated and hybrid varieties of crops. These complementarities in increased productivity and trade are critical to achieving the CAADP and USAID's Feed the Future objectives.

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WEST AFRICA SEED ALLIANCE

Attachment C: WASA Achievements Continued

The emerging local seed companies have many needs to be addressed by WASA or any follow-on program if they are to help fill this gap, including access to credit, small-scale seed processing equipment, and training particularly on seed demand forecasting, seed production, packaging, labeling, and marketing.

- The potential to double and triple (3-7 tons/ha in maize and to over 7 tons/ha for irrigated rice) yields in hybrid maize and irrigated rice were demonstrated in regional trials.

- The keen interest shown by Brewery companies in Nigeria and Ghana in most of the hybrid sorghums included in the regional trials because of their high yields and other good industry traits.

- Facilitation of linkages between 11 seed companies in West Africa and large international seed companies, allowing the former to obtain much greater access to the latter's hybrid seeds, other technologies, and mentorship.

The combination of local African seed sector (NSTAs, emerging seed companies, and agrodealers) and foreign multinational partners (Pioneer, Monsanto, and other private companies especially those in India supplying their hybrid varieties for testing side-by-side with the OPVs developed by the plant breeders in public research institutes) has laid the basic foundation for a private sector-led seed industry in West Africa.

The achievements highlighted above have policy and agricultural productivity implications. For example, due in part to on-going policy reforms, the public sector's dominant role in the West African seed industry is now slowly shifting so that the nascent private seed actors, which have been benefitting from mentoring by international seed companies, are increasingly playing a greater role. Improving the technical and other capacities of local seed companies by international private seed companies helps to open up a wider market for the hybrids developed by international companies. Moreover, there is now greater public awareness of the importance of agricultural inputs in transforming the agriculture sector in the region. These are some of the main reasons for private seed companies in joining the seed alliance.

Additionally, prior to WASA, the use of hybrid seeds was practically non-existent in West Africa. This practice is partly because hybrid seeds should be replaced each planting season, from the company in order to make sure the expected high yields and related benefits are obtained. They are also more expensive than the open pollinated varieties (OPVs) developed by the international and national public research institutions because they are higher yielding and have better quality traits than the OPVs. But the main reason for their not using hybrid seeds for staple crops, from experience gained to date is because farmers do not know the benefits of hybrids which include the significantly higher yields, shorter maturing varieties, and resistance to pests and diseases. The ***text Box 2*** presents the major conclusions from the WASA implementation. A two-page briefer highlights most of WASA's activities including the achievements whose impacts cannot be realized or seen immediately (Attachment C).

The achievements highlighted above have policy and agricultural productivity implications. For example, due in part to on-going policy reforms, the public sector's dominant role in the West African seed industry is now slowly shifting so that the nascent private seed actors, which have been benefitting from

mentoring by international seed companies, are increasingly playing a greater role. Moreover, there is now greater public awareness on the importance of agricultural inputs in transforming the agriculture sector in the region.

One important conclusion from the WASA evaluation was that WASA is dominated by US entities, which discouraged other potential partners from joining the alliance especially potential European organizations. For this reason, the evaluation team recommended that the follow-on alliance be led by African organizations. That way, the alliance will also be owned by Africans and the arrangement provides for long-term sustainability.

ATTACHMENT D

Attachment **D-1.** Average Areas **by Crop in 8 ECOWAS Countries – 2007-09***

Country	Maize	Rice	Sorghum	Millet	Cowpea	G/nut
Ghana	863,333	134,667	250,333	177,333	153,111	342,933
Nigeria	3,894,500	2,415,500	7,714,500	4,981,500	4,390,000	2,265,000
Mali	409,916	391,870	1,090,234	1,586,279	363,786	333,801
Niger	9,783	11,941	2,812,938	6,474,069	4,722,259	546,482
Senegal	179,658	108,676	213,658	874,092	211,104	1,251,563
BF	555,175	72,961	1,720,877	1,338,323	103,653	414,173
Benin	756,628	96,797	402,399	125,324	398,353	414,038
Togo	494,025	38,304	214,937	71,999	191,207	64,310
Total	**7,163,018**	**3,270,716**	**14,419,876**	**15,628,919**	**10,533,473**	**5,632,300**

Source: WASA Seeds Project Assessment, 2009

Based on the total area under crops and multiplying them with the seeding rates we calculated the potential seed demand for each crop. To take into account mixed cropping practices, we have reduced (except for rice) the areas under each crop to 65%. If we would take 20% coverage by improved/certified seed as a *medium term* target, the necessary seed volumes are presented in the second row

Attachment D-2. Potential Seed Requirement Based on Areas in Attachment B-1 Compared to 20% of Potential and Actual Amounts (MT) Produced in the Various 8 Countries – 2007-09

Country	Maize	Rice	Sorghum	Millet	Cowpea	G/nuts
Ghana (potential)	11,223	6,733	1,139	461	1,990	17,833
Ghana (20% target)	**2,245**	1,347	228	92	398	3,567
Ghana (Amount seed produced)	**2,653**	696	4	0	38	48
Nigeria (potential)	50,629	120,775	35,101	12,952	57,070	117,780
Nigeria (20%	10,126	24,155	7,020	2,590	11,414	23,556
Nigeria (Amount seed produced)	5,184	4,439	948	558	372	190
Mali (potential)	5,329	19,594	4,961	4,124	4,729	17,358
Mali (20%)	1,066	3,919	992	825	946	3,472
Mali Amount seed produced)	714	2,592	85	66	36	11
Niger (potential)	127	597	12,799	16,833	61,389	28,417
Niger (20%)	25	119	2,560	3,367	12,278	5,683
Niger (Amount seed produced)	0	0.2	109.6	2,561	388	42.4
Senegal (potential)	2,336	5,434	972	2,273	2,744	65,081
Senegal (20%)	467	**1,087**	194	455	549	13,016
Senegal (Amount seed produced)	25	**2,255**	0	2	5	1,066
BF (potential)	7,217	3,648	7,830	3,480	1,347	21,537
B F (20%)	**1,443**	730	1,566	696	269	4,307
B F (Amount seed produced)	**9,492**	864	500	139	578	161
Benin (potential)	9,836	4,840	1,831	326	5,179	21,530
Benin (20%)	**1,967**	968	366	65	1,036	4,306
Benin (Amount seed produced)	**1,922**	176	0	0	0	0
Togo (potential)	6,422	1,915	978	187	2,486	3,344
Togo (20%)	1,284	383	196	37	497	669
Togo (Amount seed produced)	195	90	3	0	0	0

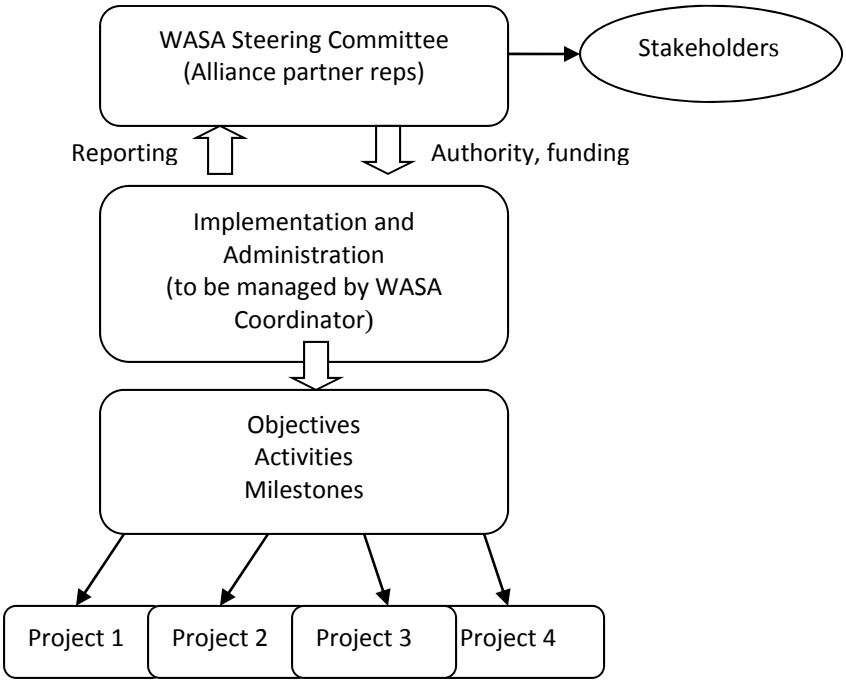
Source: WASA Seeds Project Assessment, 2009. If we take 20% of the total area per crop under improved/certified maize seed as a *mid-term* target, Benin and Ghana are practically there. If we trust the Burkina data, they have, potentially, already covered over 100% of their maize area with improved/certified seed. Senegal exceeds the 20% target in certified rice seed and is in effect a net exporter (mainly to Mauretania) of rice seed. For all other crops and countries we are nowhere near covering at least 20% of the potential seed demand. The situation with millet and groundnuts is especially dramatic.

Attachment D-3. Amounts of Foundation and Certified Seeds Produced through WASA Facilitation

Crops	Foundation (Kg)		Total (Kg)	Certified (Tons)		Total (Tons)
	2009	***2010***		***2009***	***2010***	
Cowpea	0	2 744	2 744	17	67	84
Groundnuts	0	425	425	0	11	11
Maize	3	8 614	8 617	2 203	3 397	5 600
Millet	0	36 467	36 467	177	6	183
Rice	7	3 857	3 864	651	158	809
Sorghum	0	1 100	1 100	292	336	628
Others (soy, Okra, tomato)	2	218	220	269	128	397
Total	**12**	**53 425**	**53 437**	**3 609**	**4 103**	**7 712**

*Foundation seed produced by NARS in Mali, Niger, Nigeria and certified seed by local seed producer associations and farmer cooperatives in the same countries.

ATTACHMENT E. The group agreed on WASA structure



ATTACHMENT F: WASA Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING CONCERNING THE WEST AFRICA SEED ALLIANCE AMONG THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

ALLIANCE FOR A GREEN REVOLUTION IN AFRICA (AGRA)

AFRICAN SEED TRADE ASSOCIATION AND THE

ECONOMIC COMMUNITY OF WESTAFRICAN STATES (ECOWAS)

I. PREAMBLE

WHEREAS: the organizations listed above (hereafter referred to as the Partners) agree to create the West Africa Seed Alliance (W ASA or the Alliance) and intend to support the objectives of this Alliance, and following smallholder fanner requests for a better functioning seed system in West Africa that delivers improved, high-yielding, disease resistant and locally adapted seed varieties.

United States Agency for International Development: The Government of the United States of America, through its United States Agency for International Development (USAID), is one of the largest bilateral donors in support of agricultural development in West Africa. The USAID West Africa Mission (USAIDIW A) supports sustainable development activities in countries within the West Africa region. USAID has an active strategy of building alliances with other public and private sector partners to pursue development objectives and has to-date invested nearly $1.6 billion in over 400 such alliances since 2002.

USAID has supported agricultural development in West Africa for decades through such programs as the Presidential lnitiative to End Hunger in Africa (lEHA). IEHA's goal is reducing hunger and poverty in half by 2015, in line with the Millennium Development Goal No.1 , linked to the joint Department of State/USAID goal of economic prosperity and security. USAID also supports the efforts of the African Union's New Partnership for Africa's Development (NEPAD) to implement the Comprehensive Africa Agriculture Development Program (CAADP) and sees this Alliance as an important contribution to these efforts. USAIDIW A, four USAID bilateral missions (USAID/Ghana, USAID/Mali, USAID/Nigeria, and USAID/Senegal), the USAID Africa Bureau, and the USAID Bureau for Economic Growth, Agriculture and Trade (USAIDIEGAT) will all participate in and support this Alliance.

The Alliance for a Green Revolution in Africa (AGRA): Created in 2006 in response to African governments calling for a uniquely African Green Revolution, AGRA's integrated programs in seeds, soil health, markets, and policies is working to help trigger a uniquely African Green Revolution that benefits smallholder farmers and transforms agriculture into a highly productive, efficient, competitive and sustainable system that lifts millions out of poverty. AGRA supports the CAADP agenda of increasing agricultural productivity by six percent a year and promotes agricultural development in Sub Saharan Africa by addressing both farm management practices and relevant economic and policy issues, including better and adapted crop varieties, soil fertility and irrigation management, and farmer access to markets and financing. AGRA makes grants to organizations that provide services across the agricultural value chain - whether that be providing farmer - participatory plant breeding to meet diverse agro-ecologies; strengthening public-private partnerships; developing locally appropriate methods of integrated soil fertility management; creating and strengthening farmers organizations and warehouse receipt systems and other agro-processing enterprises and working with national governments to develop comprehensive support packages for smallholder farmers.

Originally funded by the Bill & Melinda Gates Foundation, The Rockefeller Foundation and the United Kingdom's Department for International Development, AGRA builds on the work of numerous stakeholders who have been working for decades to improve African agriculture. AGRA is building partnerships with African governments and has finally joined forces with such key international partners as the Food and Agriculture Organization of the United Nations (FAO), the International Fund for Agricultural Development (IFAD), the World Food . Program (WFP), the International Finance Corporation (IFC) the Japan International Cooperation Agency (NCA), the UK's Department for International Development (DFID), the US Millennium Challenge Corporation, as well as civil society organizations and the private **sector.**

Within AGRA, the Program for Africa's Seed Systems (PASS), seeks to increase the availability of improved seeds and planting materials that produce higher yields and are adapted to local environments by training and funding national plant scientists, increasing the production of improved seeds by farmers, and developing networks of agro-dealers to improve input distribution in rural fanning communities. However, AGRA recognizes that seed improvement alone is not sufficient to sustainably increase productivity. As such, AGRA will support this Alliance through its integrated program areas including soil health, policy, access to markets and innovative financing that

focus on high potential breadbasket areas. With key interventions along the value chain as outlined in AGRA's strategy we can maximize the impact of investments made through this Alliance.

The African Seed Trade Association ("AFSTA"): AFSTA is the main Seed Trade Association in Africa and will represent seed companies in the Alliance. AFST A arose out of a need to have a continent-wide representative body for the seed industry which could serve to promote the development of seed enterprises. AFST A was formerly established in March 2000 and its secretariat is based in Nairobi, Kenya. Its membership now includes 16 African National Seed Trade Associations, 44 private African and foreign seed companies. agricultural services providers, and a non-governmental organization (NGO). In 2007 AFSTA signed a Memorandum of Understanding with the African Union (AU) in which the AU recognizes AFSTA as the representative body of the commercial seed industry in Africa. AFSTA's objectives are to:

• Promote the use of improved quality seed;
• Strengthen communication with African seed industries and with the world;
• Facilitate establishment of national seed trade associations in Africa;
• Provide information to members;
• Interact with regional governments and NGOs involved in seed activities in order to promote the interests of the seed industry;
• Promote activities that lead to regulatory harmonization throughout Africa to facilitate movement of seed; and
• Develop a statistical database on seed production and trade in the' continent.

The Economic Community or West African States ("ECOWAS"): ECOWAS is a regional economic community comprised of sixteen countries and deals with economic integration in West Africa in order to enhance economic stability and relations among its member states. ECOW AS is the lead West African regional organization for advancing the implementation of the CAADP, and harmonization of various policies and regulations in West Africa.

In that context, ECOWAS has developed the West Africa Regional Agriculture Policy (ECOW AP) to guide the implementation of the CAADP in this region. The ECOW AP aims at ensuring food security for a population which is likely to increase twofold by 2030, by relying first and foremost on the region's production and trade potential. It must provide a good income for producers and properly structure commodity value chains on the basis of sustainable production systems.

Three complementary approaches are being implemented as follows: early actions, medium-term, and long-term agricultural investment programs at the national (NAIP) and regional (RAIP) levels.

The early actions for the implementation of the ECOW *AP/CAADP* process include:

• Quick actions for the promotion of food security by the department of agriculture and rural development, such as: avian flu control, development of onchocerciasis-free zones, development of biotechnology, promotion of fertilizer use, harmonization of seed trade procedures, as well as certification of pesticides, improvement and security of the pastoral economy, development of maritime and continental fishing. and capacity building for *SPS/OTC* standardization; and
• Implementation of regional thematic programs by the Water Resource Management Coordination Centre (WRMCC) in the area of integrated management of aquatic invasive Plants, irrigation, and gender approaches. Regional programs are initiated by the Department of Environment in the areas of adaptation to climate change, desertification Control, forest resources management, and development of bio-safety in the ECOW AS Countries.

These investment programs are organized around the six themes of the action plan for the joint implementation of *ECOWAP/CAADP* adopted in 2005:

• Improving water management;
• Improving the management of other natural resources;
• Promoting sustainable agricultural development at the farm level;
• Developing agricultural supply chains and promoting markets;
• Preventing and managing food crises and other natural disasters; and
• Institutional and capacity building.

ll. PURPOSE

Now THEREFORE: The parties to this Memorandum of Understanding ("MOV") agree to establish the Alliance among USAID, AGRA, AFST A and ECOW AS to further the goals and objectives ("**Goals**" and "**Objectives**") in accordance with all the guiding principles ("Guiding Principles") set forth below, and to outline the understandings and intentions of the Parties with regard to these shared Goals. The Partners specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by any Partner. Further, each partner warrants to all the others that it has the power and authority to enter into the MOU and observe its obligations and provided that if any part of the MOU is unenforceable, then that will not affect the other parts of the MOU.

The Partners share the Goals of establishing a sustainable commercial seed industry in West Africa capable of:

• Ensuring that fanners have affordable, timely and reliable access to seed and other planting material of improved, adapted crop varieties;
• Playing a lead role in the growth and development of viable agricultural inputs systems;
• Supporting the development of national agro-industries; and
• Supporting the policy commitment and call by African Union's Leaders and NEPAD for the restoration of Agriculture during the Abuja Declaration at the Africa Fertilizer Summit and in line with commitments to CAADP.
The Partners agree that the Objectives of the Alliance will be to:
• Promote and improve the development, testing, production, distribution and sales of quality seeds and planting materials across the region;
• Provide information, technical assistance and financing to support the development of a sustainable and reliable private seed industry in West Africa, preferably locally based, which is oriented toward the needs of poor, smallholder farmers?
• Support fanners' organizations and other community-based seed production systems to ensure that farmers' rights to seed are protected and that they have access to pluralistic sources of seed supply from both formal and informal sources.
• Promote harmonization of seed laws and regulations, and other policy measures to facilitate the movement of seeds and other planting materials across borders;
• Increase the number of improved, adapted crop varieties released from local, regional and international research centers in both the private and public sectors;
• Increase the awareness of West African fanners and policy makers of the benefits of using improved seed and the need for a sustainable, competitive private seed industry;
• Improve market opportunities for farmers to better benefit from the productivity and quality improvements made possible by the use of improved seed and other inputs;
• Demonstrate, in farmers' fields, the benefits of improved, adapted seed and other planting materials through comparative, side-by-side demonstrations; and
• Build business management capacity in West Africa's seed companies, farmer seed associations, seed distributors, and retailers, as well as private sector groups such as AFSTA, and existing national seed trade associations.

The Partners further agree that the following Guiding Principles will direct the implementation of this Alliance:

• Members of WAS A will provide support for production of improved seeds and planting materials of crops and distribution of agricultural inputs for which national, regional, or international market opportunities exist;
• The primary aim of WASA is to increase access to improved seeds and planting materials of crops among poor, sma1140Ider fanners of West Africa;
• In working toward this aim, WASA will place particular emphasis on the creation of a healthy, profitable, competitive private seed industry;
• WASA will seek to gain recognition for the value of improved and adapted seed as an essential input in reducing hunger and poverty and promoting broader development goals in West Africa;
• WASA will promote an unbiased membership and participation of a representative grouping of actors involved in increasing access to improved seeds by farmers in West Africa;
• W ASA will focus its energy and attention on the promotion of seed registration, production, promotion, marketing, packaging, and sales practices which are effective in meeting the needs of poor, smallholder fanners of West Africa;
• WASA will promote foundation and certified seed production and distribution systems which are competitive (non-monopolist) in nature;
• W ASA recognizes that fanners are best served when the enterprise of seed production processing, marketing, and sales are open to all qualified and duly registered, private and public seed enterprises without bias for their origin or affiliation. WASA will, however, focus on building the capacity of local seed companies; and
• W ASA will serve as a forum where all members can voice their ideas, concerns, and opinions in a frank and open manner.

Due to the potential negative impact of climate change on biodiversity, the importance of protecting, not restricting, the germplasm base is recognized. Under W ASA, fanners will be trained in proven methods for conserving their own seed when this proves to be beneficial to fanners but will also be provided access to additional choices when determining which seed to plant, including varieties that are bred to be better adapted to local conditions.

WASA will respect the laws of the countries where it operates as regards the development or use of genetically-modified organisms.

This Alliance may expand its membership to companies, individuals, organizations or institutions, public or private, who support the Alliance Goals, Objectives and Guiding Principles.

Ill. BACKGROUND

Agriculture is an integral part of West Africa's economy and an important engine for economic development, poverty alleviation, and increasing rural incomes.

Agricultural Enabling Environment: In the 1960s and 1970s, a number of multinational input suppliers entered the West Africa input market, but most later withdrew from the region. This was mainly due to tariff and non-tariff trade barriers, low purchasing power of the majority of small-scale fanners, and the failure to modernize agriculture that leads to development of a commercial-scale farming industry. Government and donor supported seed schemes, inconsistent enforcement of regulations, inadequate protection of intellectual property rights, mismanagement issues, and lack of good governance and democratic institutions allied to the lack of investment by the private sector.

Over the past several decades, many donors supporting development programs, including USAID. have made large investments in agricultural research and promotion of seed production in sub-Saharan Africa

(SSA), including West Africa. However, the ultimate impacts of these investments in enhancing food security, agricultural productivity and farmer incomes have been below expectations. Several analyses and evaluations, including those by ICRISAT, the Rockefeller Foundation and USAID, have all concluded that farmers in the region still do not have adequate access to good quality seeds mainly because of the lack of a viable, sustainable private seed industry.

Agricultural Sector Productivity: With the exception of certain commercial crops like cotton and cocoa, the majority of fanners still remain at subsistence level with most farms being on the order of 1-3 ha in total land area. For the most part, fanners rely on own-saved seed or seed sourced through informal networks. Although normally low-cost, these sources tend to be limited in range of options and the seeds often of low quality thereby limiting the benefits of yield enhancing inputs such as fertilizer and agro-chemicals if applied. Consequently, crop yields remain low, as are farm incomes. It is imperative, therefore, to provide smallholder fanners information on and the means to adopt modem inputs to raise productivity and generate surpluses.

The adoption of seed of improved crop varieties and other agricultural inputs such as organic and inorganic fertilizers and crop protection products is critical for the transformation of subsistence agriculture into commercial agriculture. This transformation will take time but will be a major focus of the W ASA. This is because the future growth of agricultural development in West Africa is directly linked to a reliable and sustainable commercial seed industry able to supply enough quality seed and complementary inputs to small-scale farmers in order to boost agricultural productivity and generate marketable surpluses. With improvements in other supporting sectors of the agriculture sector, surpluses can be moved to food deficit areas, exported as raw commodities, or processed into value-added products by agro-processors for various national, regional, and/or international markets.

Under the commercial growth scenario, seed providers will need to deliver high-quality seeds of various crops that are appropriate both to consumers (taste and quality preferences) and general market demands of processors of food, fiber and feed. As agriculture in West Africa becomes more commercialized, the balance between these requirements is expected t6 shift toward the needs of market-responsive processors and distributors. The competitiveness of West Africa will then largely depend on ensuring the long-term sustainability of the technology development, adoption, dissemination and efficient production systems to respond to market opportunities. This is especially true of grains such as maize where most traditional exporters, such as the US, could potentially reduce exports due to increased domestic demand for bio-fuels (ethanol) and other industrial uses. African farmers could profitably fill such a gap.

Experience shows that subsistence fanners in West Africa are quite vulnerable to production risks caused by climatic variability because of the predominance of low-yielding, rain-fed agriculture, combined with a deteriorating natural resource base. This also requires a shift away from rain-dependent agriculture toward the efficient use of water resources that will in turn result in the intensification of cropping systems.

The development of a more formalized seed system capable of supporting agricultural modernization will only proceed if there is general agreement on the need for more' professionalized seed delivery systems based on the activities of a range of commercial seed producers. fanner seed associations, and public seed agencies. Having the right policies to ensure efficiency operations of seed companies will be key to the success of the intervention. WASA will,

therefore, pursue and advocate for the implementation of policy options that promote the growth and development of the West Africa seed sector.

IV. IMPLEMENTATION

WASA will involve a large and diverse group of partners focusing jointly or individually on a wide range of issues impacting on *the* seed industry. This will require effective coordination by a WASA Coordinator, funded by USAID, and working in close consultation with the WASA Steering Committee. The Steering Committee (SC) will initially meet quarterly and then at least bi-annually to discuss critical seed issues and serve as a sounding board to the members in their programming decisions. The SC will serve as the advisory body for the Alliance. The SC will also set up a monitoring and evaluation system to enable it to review the effectiveness of WASA supported programs to achieve the overall goals and objectives of the Alliance.

Each partner to the MOU will be represented on the SC, as well as a representative of farmer organizations to be selected by the SC. Other organizations may be invited by W ASA to participate in order to promote a representative grouping of actors involved in the seed sector. This membership will be reviewed periodically by the resource partners to ensure that the SC structure is set up to adequately promote the objectives of the Alliance. In addition, resource partners will still maintain their individual responsibilities to program resources in accordance with the constraints and requirements particular to each organization.

In W ASA operational countries, National Seed Trade Associations (NSTAs), producer Organizations and civil society will be consulted on private seed sector development, and will work with Alliance partners to engage with policy makers at national level to ensure that the needs of the industry are considered in the development of policies and regulations. AFST A will represent the NSTAs on the SC and will establish an AFSTA sub-office in West Africa to advance the commercial seed industry.

It was agreed under the ECOW AS regional agricultural policy (ECOW AP) plan of action in May 2005 that the three regional organizations involved in seed trade harmonization - CILSSIINSAH, WAEMU, and ECOWAS - should collaborate under the leadership of ECOW AS. A W ASA Coordinator will ensure there is effective communication between W ASA and ECOW AS, and through ECOWAS to CILSSIINSAH and W AEMU. In addition, the Alliance will work with the West and Central African Council for Agricultural Research and Development.

(CORAFIWECARD) that is supporting crop improvement programs throughout the region, and has a strong interest in widely disseminating the new crop varieties. With the mutual agreement of the Parties in writing, the content of this MOU may be revised at any time to clarify or redefine the nature and scope of Alliance activities. However, the Parties agree that, in principle, such modifications shall be made with the intent of improving the effectiveness of the Alliance in the achievement of its intended Goals.

V. RESOURCE COMMITMENTS

It is anticipated that each partner will contribute cash and/or in kind resources toward the realization of the aims and objectives set forth in this document.

USAID funded W ASA activities will be initiated in Benin, Burkina Faso, Ghana, Mali, Nigeria, Niger, Senegal, and Togo but other countries may also be added over time, based upon stakeholder commitment and industry viability.

USAID funding will be used to address the critical constraints not being addressed by other WASA activities but will also directly contribute to USAID program elements *Agricultural Enabling Environment,* and *Agricultural Sector Productivity.* These constraints and interventions are summarized as follows:

Agricultural Enabling Environment - Markets in West Africa are not only small and fragmented, the national policies are also unfavorable for private sector investments. This results in high business transaction costs. W ASA will therefore work on harmonization of policies at the regional level in order to attract private sector investment in the seed industry which will in turn facilitate intra-regional trade.

Agricultural Sector Productivity- To respond to the combined problems connected to unavailability of seeds of improved varieties, low demand for modem agricultural inputs by smallholder farmers, and inadequate markets, W ASA will support the growth of foundation seed enterprises; strengthen the institutional capacity of local seed companies and agro-dealers; link input and output markets; and promote synergies among USAID funded programs.

AGRA's integrated work across the value chain is integral for the success of the above mentioned objectives. As such AGRA will work through its seeds, soil health, policies, financing and market access programs to build an enabling environment. In addition to this work across the value chain, AGRA will focus on the following:

- support crop breeding in Africa to improve crop varieties and promote their distribution and adoption by small holder farmers.
- support the training of a new generation of crop breeders and agricultural scientists upon which the seed system depends for growth and productivity.
- help ensure that improved crop varieties are produced and distributed through private and public channels (including seed companies, public community seed systems and public extension) so that farmers can adopt these varieties.
- provide training, capital and credit to establish small agrodealers who are a primary conduit of seeds, fertilizers, chemicals and knowledge to smallholder farmers to increase their productivity and incomes.

AFSTA has received private sector commitments to support the Alliance activities. A procedures manual has been developed for seed sector development partners to solicit requests from W ASA. Each request will be reviewed by the SC to ensure that such requests will further the goals and objectives of the Alliance in accordance with the guiding principles. Private sector partners have also agreed to provide in-kind technical assistance in seed production, processing, sales, distribution, and marketing on a case-by-case basis.

ECOW AS member states will provide political support to Alliance activities that address priorities in ECOW AS, and will support seed trade harmonization directly, and through relevant technical organizations that have the necessary skills and capacity. ECOWAS over time may provide additional resources to support the Alliance either directly or through other regional organizations.

The provisions of this MOU may be revisited at any time in writing. The Parties agree that, in principle, such modifications shall be made with the intent of increasing the effectiveness of the Alliance in the achievement of its intended Goals.

VI. TERM

This MOU takes effect upon the date of the final signature and shall remain in force through December 30, 2011, unless extended by the mutual consent Parties.

VII. PUBLIC STATEMENTS

Each Partner shall provide appropriate publicity for activities carried out under this MOU, including appropriate recognition of the contributions of the other Partners. Any public statement must, however, be cleared in advance by all Partners to this *MOV.*

VIII. USE OF LOGO

The Partners agree that they shall not use each other's logo, designs, seals, symbols, emblems or other marks ("Marks") without prior written permission. The SC shall approve all uses of the WASA logo.

IX. TERMINATION

Any Partner may withdraw from further participation under this MOU by providing prior written notice to the other Partners at any time.

X. DISCLAIMER

The purpose of this MOU is to set forth the understanding and intentions of the Partners with regard to their shared Goals and Objectives. The Partners are entering into this MOU while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Nothing in this MOU shall be construed as superseding or interfering in any way with other agreements or contracts entered into between two or more of the Partners, either prior to or subsequent to the signing of this MOU. The Partners further specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by any Party.

XI. RELATIONSHIP OF PARTIES

Nothing in this MOU shall be construed to create a relationship between any of the Partners of agency, partnership, or joint ventures, or to render any Partner liable for any debts or obligations incurred by the others. No Partner is authorized to make representations on behalf of the others, or to bind the others in any manner whatsoever.

IN WITNESS WHEREOF, the undersigned Partners have agreed to the provisions of this MOU on the dates below written:

THE PARTNERS

Signature:

ATTACHMENT G. Illustrative Composition Future Alliance Advisory Board & Steering Committee[15]:

i. An advisory board comprising of representatives of all stakeholders namely:
   - International Agricultural Research Centers
   - National Agricultural Systems
   - African private sector players
   - International private sector actors
   - Policy and regulatory authorities
   - Major donors
   - Technical partners (e.g. FAO, IFAD)
   - Farmer organizations
   - Financial institutions

ii. A decision-making steering committee comprising:
   - International Agricultural Research Centers
   - AFSTA
   - African Research systems
   - ECOWAPP donor group
   - ECOWAS

iii. A coordination unit that will be responsible for
   - Implementation of alliance program
   - Monitoring and evaluation
   - Communication
   - Capacity building

Proposed Themes -
- Seed production by local seed companies
- Research
- Seed distribution
- Regulation and legislation
- National seed trade associations

ATTACHMENT G-2. Representative Types of Local Private Sector Organizations Involved in the Seed Sector in Six ECOWAS Countries

Private Sector	**Benin**	**Ghana**	**Mali**	**Niger**	**Senegal**	**Togo**
NSTA*	X	X	X	X	X	X
Farmer Producer/Cooperative	X	X	X	X	X	X
Agrodealers	X	X	X	X	X	X
NGO	X		X			
Microfinance/Credit Providers/Banks	X		X			
Contour 2000			X			
Faso Kaba			X			

[15] Proposed by WASA Evaluation Meeting Participants, Accra July 21, 2011.

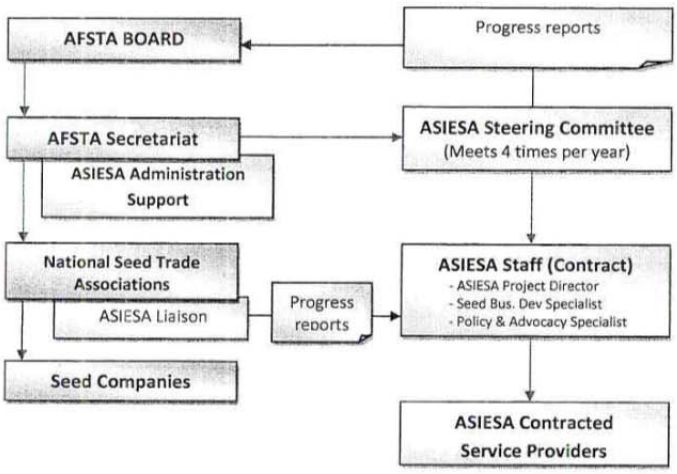
Wienco Ghana Ltd.		X				
AgriServe		X				
FEPRODES					X	
Manoma SA				X		
Agrimex				X		

Source: Constructed from data in the 2010 seed sector assessment by AFSTA
**NSTA – National Seed Trade Association (apex national private seed sector)*

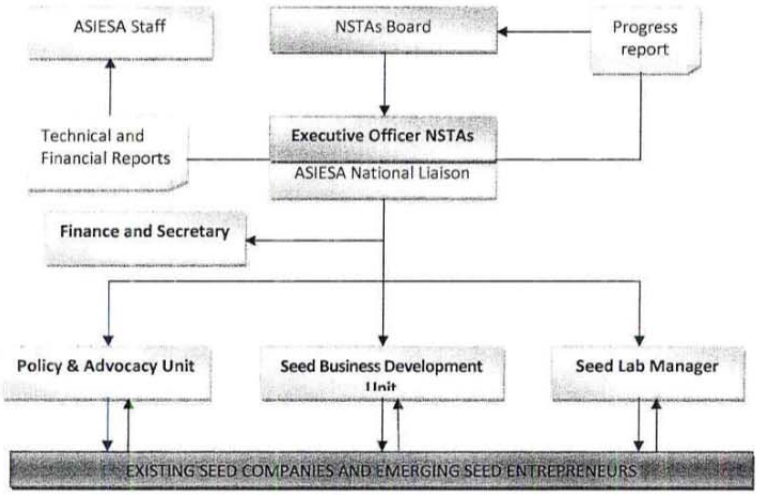
ATTACHMENT H: Organizational Structure of ASIESA (for comparative purposes)[16].

Attachment G: Regional and National Level Organizational Structure for the ASIEWA

ASIESA structure at regional level



ASIESA structure at national level



[16] The Alliance for the Seed Industry in Eastern and Southern Africa (ASIESA).

ATTACHMENT I: Indicator Framework

The main objective of the M&E plan is to track progress during project implementation, explain why certain trends are occurring, track constraints and opportunities, and track roles of different stakeholders in the process, including their capacities to undertake their roles. For this reason, indicators must be ones that best reflect the range of outputs, outcomes, and impacts associated with the activities being implemented. They must capture critical milestones along the trajectory of impact. Public-private partnership are based on the notion that public and private capital are complements in raising the productivity of factors in the agricultural production process. Thus having policies and interventions in place that create an enabling environment for private sector development in the improved seeds value chain will be critical for the success of this activity.

In addition to the illustrative indicators in the Indicator Framework herein, a core set of custom indicators should be developed with a view on the depth of analysis desired and the corresponding data and tools of analysis required to undertake results reporting in a credible fashion. The level of analytical detail will vary by the level at which the results of analysis are being reported for each indicator. Furthermore, the core set of custom indicators should be those that various stakeholders are willing to collaborate in setting benchmarks and spend sufficient resources and time in collecting, analyzing, reporting on, and using the resulting information. Additionally, the core set of indicators must be able to permit aggregate assessment [desired] of progress at the requisite levels by allowing data aggregation where relevant to facilitate cumulative reporting. In developing the custom indicators, consideration should be given to key criteria i.e. (i) direct, (ii) objective, (iii) useful for management, (iv) practical, (v) attributable to USAID efforts, (vi) timely, and (vii) adequate.

Consistent with the new USAID evaluation policy, consideration must be given to a baseline study to establish reference for mid-term evaluation to guide implementation and improve performance, and a final evaluation to assess performance. These evaluations will be undertaken in a relatively structured analytical effort to answer specific program management questions. These evaluations will be external i.e. it will be commissioned and managed by USAID and conducted by external evaluators. USAID/WA will use, where appropriate, a rigorously defined counterfactual in analyzing how much of the success can be attributed to the program's interventions where the opportunity to credibly do so exist. USAID/WA therefore expects the program to collect credible baseline data and incorporate strong evaluation functions from the beginning, and gather plausible basis to assess impact attributable to the intervention. The Applicant will also be required to adopt high standards in the data quality of data reported on performance indicators. To this effect, data quality assessment will periodically be undertaken to improve on data reported.

ATTACHMENT I: Indicator Framework

Indicator	Rationale and Definition	Unit of Measure	Disaggregation	Suggested Data Sources
Number of improved technologies (different variety seeds) obtained in USG-assisted countries	This indicator tracks progress in increasing linkages between plant breeders and international seed companies and/or international research institutes.	Number	Type of seed Targeted crop Country	Implementing partner reports
Number of for-profit food security private enterprises, womens' groups, producer organizations, water users associations, trade/business associations, and community-based organizations receiving USG assistance in USG-assisted countries.	This indicator tracks the number of seed value chain private sector firms and business associations that USG has supported or helped to establish. This will include seed companies, seed distributors, agro-dealers, and national seed trade associations.	Number	Type of enterprise /association	Implementing partner reports
Number of private sector individuals accredited as official certified seed inspectors in USG-assisted countries	This indicator tracks progress in turning over certifying seed to the private sector.	Number	Country Sex	Implementing partner reports
Number of private seed labs certified as a country's official seed lab in USG-assisted countries	This indicator tracks progress in turning over seed quality control to the private sector.	Number	None	Implementing partner reports

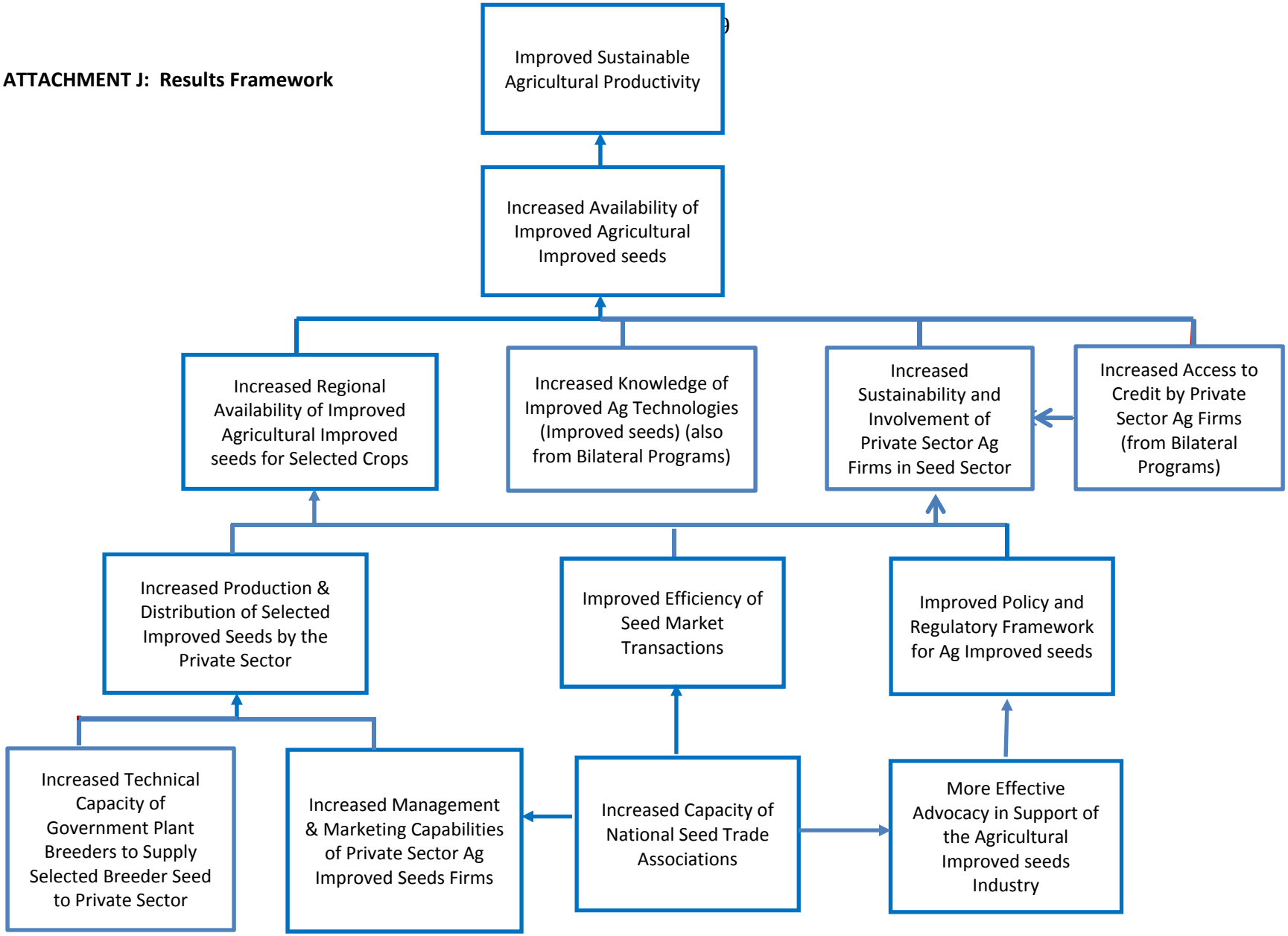
Indicator	Rationale and Definition	Unit of Measure	Disaggregation	Suggested Data Sources
Number of seed companies in USG-assisted countries linked to international seed companies	This indicators tracks progress in the private sector's access to the highest quality seeds	Number	Country	Individual partner reports
Score, in percent of combined key areas of organization capacity amongst USG direct and indirect local implementing partners in USG-assisted	This indicators tracks progress in the organizational capacity of national seed trade associations (NSTAs) as measured by 7 key capacity areas (governance, administration, human resources management, financial management, organization management, program management, project performance management) using the Organization Capacity Assessment (OCA) tool.	Percent of total points scored	Country	Implementing partner reports
Amount of improved seed produced in USG-assisted countries	This indicator tracks progress in the amount of improved seed produced in targeted countries by type of seed (hybrid, open-pollinated) and the level of production (breeder, foundation, certified).	Metric tons	Targeted crop Type of seed Level of production Country	Import and shipping records

Indicator	Rationale and Definition	Unit of Measure	Disaggregation	Suggested Data Sources
Number of private entities involved in producing improved seed in USG-assisted countries.	This tracks progress in deepening the involvement of the private sector in producing improved seed by type of enterprise (seed company, commercial farm, agro-dealer, out-grower), including seed companies, commercial farms, agro-dealers, and out-growers.	Number	Type of enterprise Targeted crop Type of seed Sex	Implementing partner reports
Value of new public or private sector investment in the agriculture sector or food chain leveraged by FTF implementation	This indicator tracks any use of private and public sector resources throughout the seed value-chain intended to increase the effectiveness and competitiveness of the value chain. “Private sector” includes any privately-led agricultural activity managed by a for-profit formal company or organization. “Public sector” means any public regional institution or international donor organization. “Leveraged by FTF implementation” indicates that the new investment was directly encouraged or facilitated by WASP. Investments reported should not include funds received by the investor from USG as part of any grant or other award. New investment means investment made during the reporting year.	US Dollars	None	Implementing partner reports

Indicator	Rationale and Definition	Unit of Measure	Disaggregation	Suggested Data Sources
Number of public-private partnerships formed as a result of FTF assistance	A public-private partnership under the new seed alliance is considered formed when there is a clear agreement, usually written, to work together to achieve a common objective. There must be either a cash or significant in-kind contribution to the effort by both the public and the private entity. USAID must be one of the public partners. USAID is almost always represented in the partnership by its implementing partner. Anticipated PPPs include financial grants and supplying of in-kind contributions such as technical assistance or equipment/commodities.	Number	Type of partnership	Implementing partner reports

**USG assistance may include training, technical services or other assistance provided by implementing partners or directly by the USG.

ATTACHMENT J: Results Framework



Attachment K: Implementation Plan and Schedule (IPS)

The approach proposed for the seeds activity is the use of an alliance and the approach to developing alliances is however still the same. This in the sense that it comprises mobilizing potential public and private sector, previous and potential resource and other key partners, in jointly defining critical constraints to the development of a sustainable private sector-led seed industry, setting objectives, and contributing cash and in-kind resources to support an integrated program to implementing relevant activities. The implementation plan and schedule herein are illustrative and require vetting by the larger group of potential resources and other partners through a consultative process. The Applicant is expected to submit a more detailed implementation plan and schedule along with the technical proposal following the guidelines provided in the Program Description. The plan will be refined based on input from USAID/WA. However, the plan should minimally include a description of the project proposed interventions, activities to be carried out, and implementation timelines. The illustrative IPS is divided into four sections as follows – alliance building, seed regulations enforcement interventions, agricultural productivity related interventions, and reporting:

Alliance Building - Since the new seeds alliance will require substantial private sector involvement in order to leverage substantial financial and other resources, as well as to promote synergies and long-term sustainability, the Applicant is anticipated to devote a good amount of time and effort in Year 1 in getting the necessary private sector, both local and foreign, buy-in into the alliance. This leverage is particularly important because of certain activities planned that require substantial financial resources. Under WASA, there are already private sector actors and their further mobilization as well as that of new ones will include interactive events, workshops, and other consultations.

Seed regulations implementation interventions – ECOWAS member states have already adopted a regional seed regulation and a number of countries have either reformed their seed laws to be in conformance therewith (Ghana, Mali, Benin) or have seed laws that need only minor modifications which are drafted and ready for approval (Senegal, Burkina Faso) or have drafted entirely new seed laws (Niger). Starting with Year 1, the Applicant will need to begin focusing on enforcement of these regulations starting while encouraging governments to formally approve the draft modifications. Other Year 1 activities will include the development of private sector partnerships and award of sub-grants.

Agricultural productivity related interventions – These activities are mostly these to be implemented at the USAID bilateral mission and national level, both by the public and private sectors in the field to optimize crop productivity and raising farmers' incomes. The well-organized farmers field days facilitated under WASA under the regional trials will be continued and will serve both to demonstrate to farmers and the seed industry actors in general the benefits from using improved seeds along with other complementary crop management practices as well as for extension purposes. They will be closely coordinated with those planned under USAID/WA's proposed new regional fertilizer program and with AGRA's activities in West Africa with seed breeders, seed companies and agro-dealers. Strengthening of the key seed industry enterprises also begun under WASA will continue and will focus on helping them become more efficient and profitable businesses.

Reporting- The reporting is to ensure compliance with USAID policies and as a management tool to ensure the timely implementation of activities in order to achieve the desired results.

Attachment K: Implementation Plan & Schedule **ACTIVITY**	**FY 1 Quarter**				**FY 2 Quarter**				**FY 3 Quarter**				**FY 4 Quarter**				**FY 5 Quarter**			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Project Start Up																				
Agreement signed with USAID	X																			
Staff recruitment	X																			
Office space rental	X																			
Country by country consultations to determine priorities	X	X																		
Consultations with potential investment partners	X	X	X	X	X	X														
Work Plan refined based on consultations and input from USAID and the alliance	X	X																		
Seed Regulations Implementation Interventions																				
Senegal, Burkina Faso, Nigeria Niger encouraged to approve their draft seed law revisions to be in conformance with ECOWAS seed regulation	X	X	X	X																
Ensuring effective implementation of seed regulations in Ghana, Mali, Senegal, Burkina Faso, Nigeria and Benin.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
Private sector partnerships development	X	X	X	X	X	X	X	X	X											
Sub-awards	X	X	X																	
Ag Productivity Related Interventions																				
Country selection for regional trial demonstrations	X	X																		
Implementation of regional trials by plant breeders			X		X		X		X		X		X		X		X		X	
Strengthening of national seed trade associations, seed companies and agro-dealers			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Capacity building of breeders			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Reporting																				
Baseline data		X																		
Performance monitoring plan	X																			
Environmental mitigation and monitoring plan (EMMP)	X																			
Progress reports	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Financial reports	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Final report																				X
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4

ATTACHMENT L. Illustrative Types of Sub-awards under WASP

Below are some illustrative examples:

- Consultative processes for Alliance development – Much of the project's first year is anticipated devoted to various interactive events to mobilize potential resources and other partners to support the formation of a new seed alliance in West Africa.

- Effective implementation of new seed regulations – Under WASA, technical assistance was provided to help countries revise their seed regulations to be in conformance with the ECOWAS regional seed regulation. Now work must focus on ensuring effective implementation of such regulations, including providing technical assistance where necessary.

- Government plant breeders producing and maintaining breeder seed – Obtaining or producing breeder seed, conducting trials and maintaining breeder seed is problematic in West Africa because plant breeders at national agricultural research institutions tend to lack the requisite skills and/or equipment. As a result, the amount of such seed is small. They need technical assistance including coaching by seed scientists and short-term training, as well as modest equipment. A sub-grant to a university or international research organization with expertise in this area to provide the needed technical assistance and short-term training might be considered.

- Private sector production of foundation and certified seed – African seed companies and commercial agricultural companies often do not have the necessary resources and technical expertise to produce foundation and certified seed. They also lack any system for forecasting future seed demands. Although the awardee's professional staff may be able to identify companies interested in producing certified seeds and matching them up with seed companies wanting such, the required technical assistance may need to be supplemented by a consultant. For commercial agricultural companies, the awards may include helping them establish a system for forecasting the quantities of particular seeds needed for the next planting and out-year seasons.

- Modest seed testing labs – Seed testing is a critical component of the government's seed certification process to ensure that farmers are getting quality seeds, but government research institutes often have inadequate resources and expertise to conduct such tests effectively. There is gap to provide much needed technical assistance and training and arrange for needed equipment purchases financed and/or facilitated.

- Equipment purchases – Local seed companies often lack equipment for processing seeds and then packaging them attractively. There may be need to provide the needed technical assistance and training and/or needed equipment purchases financed and/or facilitated.

ATTACHMENT M

ILLUSTRATIVE POSITIONS INCLUDING POTENTIAL KEY POSITIONS

Program Director

The individual will be responsible for the overall coordination of the program. He/she will be an experienced professional with extensive technical and management experience in alliance building and agricultural development programs including in the seed industry and in West Africa in particular. The individual will be the most visible representative for the program and will possess good interpersonal and communication skills to build collaborative relationships with the wide range of alliance partners. He/she must also be able to work professionally in Anglophone and Francophone countries in West Africa. Other responsibilities include overall program planning, implementation, management, and private sector relationship development/ management. Fluency in French and/or English and working knowledge in the second language is essential.

Policy and Advocacy Specialist

The individual will be responsible for assessing the current seed policies of ECOWAS member states and lead the policy dialogue on the necessary reforms for a private sector (local and multi-national)-led vibrant seed industry in West Africa. This task includes working and collaborating with ECOWAS in particular and other regional and national key seed sector public and private organizations, especially the National Seed Trade Associations (NSTAs). He/she will be an experienced professional with extensive technical and management experience in agricultural development programs, preferably including in the seed industry and in West Africa in particular. Fluency in French and/or English and working knowledge in the second language is essential.

Seed Production/Business Development-Marketing Specialist

The individual will have both agricultural technical and business management skills. He/she will be responsible for improving agricultural productivity through contacts with various seeds companies, both local and global, and leading the activities including demand creation for adoption of modern inputs especially improved seeds by farmers and industry. He/she will therefore work closely with the fertilizer Alliance. Fluency in French and/or English and working knowledge in the second language is essential.

This individual also works on and prepares technologies related to improved seed production detailing their input use including demonstration plots, cultivation techniques, intercultural operations, critical times of growth, sensitivities, special requirements, pest management, harvesting, and post-harvest handling and care requirement by the farmers. The individual will also lead the training management specialist in planning and conducting training-of trainers courses for the relevant training programs, in a way that local expertise involved in seed production including women can equally participate in the process. He/she will work with the climate change adaption/environmental specialists in ensuring environmental consideration are incorporated in all activities of the program. The individual will have at least Masters Degrees in plant breeding or agronomy/soil science with some experience in seed production. Fluency in French and/or English and working knowledge in the second language is essential.

Financial/Grant Manager/Administrative Officer

The individual will be responsible for the financial management of the award, disbursement of sub-awards, and monitoring any cash contributions to the alliance. He/she will also be responsible for all administrative matters regarding the award, in consultation and under the supervision of the Program Director. Fluency in French and/or English and working knowledge in the second language is essential.

The individual will also be responsible for the planning, implementation, and evaluation of grant

proposals. He/she will provide guidance on the cooperative agreement including managing and coordinating the grants portfolio. The individual will negotiate, award, and review all reimbursement requests for appropriateness, and ensure that the awardees are in compliance with established administrative and financial policies, procedures, and sound business practices. Following awards, he/she will monitor all phases of the award and closing, including assessment of technical progress and performance. The position requires knowledge and skill in applying analytical and evaluative techniques to the identification and resolution of grants administration issues and knowledge of laws, regulations, agency policy, and other requirements that affect grant program administration. The individual must be fluent in French and/or English and have a working knowledge in the second language.

Monitoring and Evaluation Specialist

The individual will lead the design and implementation of the monitoring, performance and evaluation system to guide the program in achieving its objectives. Following any awards of sub-grants, he/she will monitor all phases of the award, including assessment of technical progress and performance and ensuring that the awardees are in compliance with established administrative and financial policies, procedures, and sound business practices. The position requires knowledge and skill in monitoring and evaluation. The individual must be fluent in French and/or English and have a working knowledge in the second language.

Short-Term Consultants

The Program Description narrative should also include illustrative tasks expected to be carried out by consultants. USAID/West Africa encourages the Applicant to make use of West African nationals, including those residing outside the region to the extent possible as part of the institutional building in the ECOWAS region. For example, the seed alliance may need the short-term services of a human resources expert to help hire staff, including for manning country coordinating offices, or a communications specialist with the ability to develop with the Steering Committee a communication strategy for the seed alliance that ensures that alliance partners and stakeholders are kept informed on the developments in the seed industry both in West Africa and globally.

Office Headquarters

The Applicant is encouraged to explore the use of existing facilities to the extent possible without compromising field effectiveness and productivity.

Other Administrative Support Staff

In the ensemble, staff must have relevant, specific skills and technical backgrounds including ability to communicate effectively in speaking, writing and reading.

ANNEXURE B

ADDITIONAL GUIDANCE - SAMPLE BUDGET

The following object class categories are those required on USAID Form 424A (Section B - Budget Categories):

a. **Personnel**

The category includes the salary of each long-term and short-term, paid position for the total estimated life-of-project, except consultants, and the projected cost-of-living or bonus/merit increase for each position.

b. **Fringe Benefits**

This category includes the amount and percentage of fringe benefits for each headquarters and field personnel identified above. Include here all allowances such as housing, schooling, leave benefits, and other items.

c. **Travel**

This category includes all projected travel, per diem and other related costs for personnel **except** consultants. Include the method by which airfare costs were determined; i.e. quotes for coach and if per-diems are based on established policies.

d. **Equipment**

In accordance with 22 CFR 226, 'equipment' means tangible non-expendable 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. Information should be included in the application on how pricing was determined for each piece of the equipment.

There are statutory constraints relating to the purchase of agricultural commodities, motor vehicles, pharmaceuticals, pesticides, rubber compounding chemicals and plasticizers, used equipment and fertilizer with USAID project funds. These regulations can be seen on USAID Web Site at http://www.usaid.gov/pubs/ads/300/312/htm.

e. **Supplies**

In accordance with 22 CFR 226, 'supplies' means all personal property excluding equipment, intangible property, debt instruments and interventions.

There are statutory constraints relating to the purchase of agricultural commodities, motor vehicles, pharmaceuticals, pesticides, rubber compounding chemicals and plasticizers, used equipment and fertilizer with USAID project funds. These regulations can be seen on USAID Web Site at http://www.usaid.gov/pubs/ads/300/312/htm.

f. **Contractual Services**

This category is for all subcontracts with organizations, which will provide services to the project and any short- or long-term consultant cost including fees, travel and per-diem. This category is not to be used for subawards/grants, which should be included in Other Direct Costs (ODCs).

g. **Construction**

Applicants should include all labor and material and supplies for construction projects.

h. **Other (ODCs)**

Applicants are to identify all costs associated with training of project personnel.

Applicants planning to use USAID funds to send project staff or local counterparts for training in the U.S. or a country other than the host country, will be required to follow the guidance on USAID Participant Training Regulations, which may be found on the USAID Web Site http://www.usaid.gov/pubs/ads.

The applicant should provide information on any costs attributed to the project not associated above; i.e. communications, facilities, fuel vehicles, repair, maintenance and insurance.

i. **Indirect Charges**

IF the Applicant has an established indirect cost rate approved by USAID or other USG agency please include a copy of the same (NICRA) showing the overhead and/or general administrative rate. However, if the applicant does not have an indirect cost rate agreement approved, all costs must be proposed direct. Without exception, **no** indirect costs will be allowed for local recipients. Any US NGO partner proposing indirect cost rate must provide a copy of most recent indirect cost rate approved by USAID or other USG agency.

Standard Form 424A, Section C should reflect the Applicant's and other sources' cash contribution to this program. A cash match means that funds are used to support the budget elements discussed above. This does not include volunteer labor from U.S. or host country sources. The cash value of donated equipment or supplies must be documented, etc

A narrative that justifies the costs as appropriate and necessary for the successful completion of the program should be attached to Standard Form 424.

ILLUSTRATIVE COOPERATIVE AGREEMENT BUDGET

Budget Cost Element	Budget Amount US $		Remarks*
Total Direct Labor	$_____		(1)
Salary & Wage		$_____	
Fringe Benefits		$_____	
Allowances		$_____	
Consultants	$_____		(2)
Travel, Transportation & Per Diem	$_____		(3)
Participant Training	$_____		(4)
Other Direct Costs	$_____		(5)
Sub-Awards (Sub-Grants)		$_____	(5.a)
Sub awards (subcontracts)	$_____		(6)
Training	$_____		(8)
Procurement (Equipment & Supplies)	$_____		(9)
Indirect Costs	$_____		(10)
Total Amount	**$_____**		

*****Provide detailed breakdown of costs and narrative-indicate page or Annex #

ANNEXURE C

[**US-NGO only** RECIPIENT LETTERHEAD]

Date

(RECIPIENT CERTIFICATE OF COMPLIANCE)

To:
Agreement Officer
USAID/WA

I,_____, _____, as a legally authorized representative
Name (Printed or Typed) Title
of _____ do hereby certify that, to the best of my knowledge
Organization Name
and belief, this organization's management and other employees responsible for their implementation are aware of the requirements placed on the organization by OMB Circulars, and Federal and USAID regulations with respect to the management of, among other things, personnel policies (including salaries), travel and procurement under this agreement and I further certify that the organization is in compliance with those requirements.

I, we, understand that a false, or intentionally misleading, certification could be the cause for possible actions ranging from being found not responsible for this award to suspension or debarment of this organization in accordance with the provisions of USAID Regulation 8.

I, we, further agree to instruct the accounting firm that this organization retains to perform its annual audits, as required by OMB Circular A-133, to include in their review of our internal controls sufficient testing of the implementation of our personnel, travel and procurement policies to confirm compliance with Federal and USAID requirements. The conclusions of that compliance review will be included in the A-133 audit reports submitted to the government.

I declare under penalty of perjury that the foregoing is true and correct.

_____
Signature

_____
Type or Print Name

_____
Position Title

_____
Date of Execution

ANNEXURE D

SAMPLE BRANDING STRATEGY AND MARKING PLAN

GENERAL INSTRUCTIONS - ASSISTANCE AWARDS BRANDING GUIDANCE

USAID's policy is that programs, projects, activities, public communications, or commodities implemented or delivered under co-funded instruments – such as grants, cooperative agreements, or other assistance awards that usually require a cost share – generally are "co-branded or co-marked." In accordance with 22 CFR 226.91, this policy applies to these assistance awards even when the award does not require any cost sharing.

Co-branding and co-marking means that the program name represents both USAID and the implementing partner, and the USAID identity and implementer's logo must both be visible with equal size and prominence on program materials produced for program purposes.

This sample Template based on ADS320.3.3 and 22CFR 226.91 branding and marking requirements for assistance awards only. The recipient, by responding to the questions in italics, will be able to substantially comply with the ADS and CFR requirements.

TO BE COMPLETED BY THE RECIPIENT

"USAID BRANDING STRATEGY"
AWARD TITLE
AWARD NUMBER
DATE OF PLAN

1) Positioning

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

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

2) Program Communications and Publicity

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

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

What is the main program message?

Will the recipient announce and promote publicly this program or project to host country

citizens? If yes, what press and promotional activities are planned?

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

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?

GENERAL INSTRUCTIONS - MARKING GUIDANCE

USAID's policy requires non-U.S., non-governmental organizations, including cooperating country non-governmental organizations to follow marking requirements for assistance awards. Marking requirements, including requests for presumptive exceptions and waivers for assistance awards must be in accordance with 22 CFR 226.91.

With reference to ADS Sections 320.3.3.2 and 22 CFR 226.91 the Recipient shall prepare a Marking Plan containing information substantially similar to the sample provided below:

"USAID MARKING PLAN"
AWARD TITLE
AWARD NUMBER
DATE OF PLAN

(1) Requirement: 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, websites/Internet activities, and other promotional, informational, media, or communication 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 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) Table of Supplies and Equipment to be used in a visible manner in the fulfillment of the goals of the _____ project and an indication of how and where they will be tagged with the USAID identity.

Supply/Equipment	Type of Marking	Where Marking Placed
Computers?	USAID Identifying vinyl label	On front of monitor
Printers?	USAID Identifying vinyl label	On top of printer
Field Backpacks?	USAID Identifying vinyl label	On outside of backpack

(3) Table of Deliverables expected to be produced in the conduct of this program: All deliverables will be marked in a visible manner with the USAID identity; below is an indication of what type of marking will be used and where on the deliverable the USAID identity will be placed.

Deliverable	Type of Marking	Where Marking Placed
Reports?	USAID printed identity	Front cover
Publications (brochures)?	USAID printed identity	Front cover
Website?	USAID web identity	Front page

(4) Sub-recipient: As specified in the standard provisions, the marking requirements will "flow down" to sub-recipients or sub-awards, and will include the USAID-approved marking provision in all USAID funded sub-awards, as follows: "As a condition of receipt of this sub-award, marking with USAID identity of a size and prominence equivalent to or greater that the recipient's, sub-recipient's, other donor's or third party's is required."

(5) Any "public communications," as defined in 22 C.F.R. 226.2, funded by USAID, in which the content has been approved by USAID, will 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's name] and do not necessarily reflect the views of USAID or the United States Government."

(6) As specified in the standard provisions, _____ will provide the Agreement Officer's Technical Representative (AOTR) 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, _____ will submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

ANNEXURE E

STANDARD PROVISIONS FOR NON-US NGO RECIPIENTS as found at http://www.usaid.gov/policy/ads/300/303mab.pdf. (also attached)

And also includes

"**USAID Disability Policy - Assistance (December 2004)**
(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:
http://www.usaid.gov/about/disability/DISABPOL.FIN.html

(b) USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this 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

Mandatory Standard Provisions for Non-U.S. Nongovernmental Recipients

A Mandatory Reference for ADS Chapter 303

Partial Revision Date: 02/06/2012
Responsible Office: M/OAA/P
File Name: 303mab_020612

Mandatory Standard Provisions for Non-U.S. Nongovernmental Recipients

I. MANDATORY STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL RECIPIENTS 5

1. ALLOWABLE COSTS (OCTOBER 1998) 5

2. ACCOUNTING, AUDIT, AND RECORDS (OCTOBER 1998) 6

3. PAYMENT ADVANCES AND REFUNDS (OCTOBER 1998) 7

4. REVISION OF AWARD BUDGET (OCTOBER 1998) 8

5. TERMINATION AND SUSPENSION (OCTOBER 1998) 9

6. DISPUTES (OCTOBER 1998) 10

7. INELIGIBLE COUNTRIES (MAY 1986) 11

8. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JANUARY 2004) 11

9. DRUG-FREE WORKPLACE (JANUARY 2004) 12

10. NONLIABILITY (NOVEMBER 1985) 13

11. AMENDMENT (OCTOBER 1998) 14

12. NOTICES (OCTOBER 1998) 14

13. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992) 14

14. EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (December 2009) 15

15. IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (MARCH 2002) 16

16. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DECEMBER 2005) 17

17. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006) 22

**An asterisk indicates that the adjacent information is new or substantively revised*

18. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010) 23

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010) 25

20. TRAFFICKING IN PERSONS (OCTOBER 2010) 29

II. REQUIRED, AS APPLICABLE, STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL RECIPIENTS 36

1. PAYMENT – ADVANCE (OCTOBER 1998) 36

2. PAYMENT – REIMBURSEMENT (MAY 1986) 37

3. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION 37

(JUNE 1999) 37

4. OCEAN SHIPMENT OF GOODS (JUNE 1999) 40

5. PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998) 41

*6. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (FEBRUARY 2012) 46

7. SUBAGREEMENTS (OCTOBER 1998) 48

8. PATENT RIGHTS (JUNE 1993) 48

9. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006) 54

10. NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS (MAY 1986) 56

11. REGULATIONS GOVERNING EMPLOYEES (JUNE 1993) 56

12. PARTICIPANT TRAINING (OCTOBER 1998) 57

13. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009) 58

14. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (OCTOBER 1998) 61

**An asterisk and yellow highlight indicates that the adjacent information is new to this chapter or substantively revised.*

15. INDIRECT COST RATES - PROVISIONAL (Nonprofit) 62

(OCTOBER 1998) 62

16. TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; OVER $50,000) (OCTOBER 1998) 63

17. TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; $50,000 and Under) (OCTOBER 1998) 67

18. TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT TITLE) (OCTOBER 1998) 68

19. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (OCTOBER 1998) 72

***20. COST SHARING (MATCHING) (FEBRUARY 2012) 73**

21. PUBLIC NOTICES (JUNE 1993) 77

22. PROGRAM INCOME (OCTOBER 1998) 77

23. (Reserved) 78

24. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS 79

(JUNE 1999) 79

25. INVESTMENT PROMOTION (NOVEMBER 2003) 80

26. REPORTING OF FOREIGN TAXES (MARCH 2006) 80

27. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JANUARY 2002) 82

28. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004) 82

29. PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION - ASSISTANCE (JULY 2004) 83

30. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005) 84

31. CONDOMS (JUNE 2005) 84

**An asterisk and yellow highlight indicates that the adjacent information is new to this chapter or substantively revised.*

32. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005)..... 85

33. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004) 86

34. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004) 86

**An asterisk and yellow highlight indicates that the adjacent information is new to this chapter or substantively revised.*

I. MANDATORY STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL RECIPIENTS

1. ALLOWABLE COSTS (OCTOBER 1998)

a. The recipient must be reimbursed for costs incurred in carrying out the purposes of this award which are determined by the Agreement Officer to be reasonable, allocable, and allowable in accordance with the terms of this award and the applicable* cost principles in effect on the date of this award. The recipient may obtain a copy from the Agreement Officer. Brief definitions of what may be considered as reasonable, allocable**,** and allowable costs are provided below, however, it is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable set of Cost Principles.

(1) Reasonable. Means those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.

(2) Allocable Costs. Means those costs which are incurred specifically for the award.

(3) Allowable Costs. Means those costs which conform to any limitations in the award.

b. Prior to incurring a questionable or unique cost, the recipient must obtain the Agreement Officer's written determination on whether the cost will be allowable.

c. It is USAID policy that no funds will be paid as profit or fee to a recipient under this agreement or any subrecipient. This restriction does not apply to contractual relationships under this agreement.

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*NOTE: For educational institutions use OMB Circular A-21; for all other non-profit organizations use OMB Circular A-122; and for profit making firms use Federal Acquisition Regulation 31.2 and USAID Acquisition Regulation 731.2.
==========

[END OF PROVISION]

**An asterisk and yellow highlight indicates that the adjacent information is new to this chapter or substantively revised.*

2. ACCOUNTING, AUDIT, AND RECORDS (OCTOBER 1998)

a. The recipient must maintain financial records, supporting documents, statistical records and all other records pertinent to the award in accordance with generally accepted accounting principles formally prescribed by the U.S., the cooperating country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to sufficiently substantiate charges to this award. Accounting records that are supported by documentation will, at a minimum, be adequate to show all costs incurred under the award, receipt, and use of goods and services acquired under the award, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the recipient records and subrecipient records which pertain to this award must be retained for a period of three years from the date of submission of the final expenditure report and may be audited by USAID and/or its representatives.

b. Foreign for-profit and nonprofit organizations that expend $300,000 or more per their fiscal year in "USAID awards" as recipients or subrecipients of USAID grants or cooperative agreements, or as cost reimbursable subcontractors of USAID grants or cooperative agreements, must have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General.

c. Foreign for-profit and nonprofit organizations expending less than $300,000 per their fiscal year under USAID cost-reimbursable contracts, grants, cooperative agreements, or agreements with host governments are exempt from the above financial audit requirements, but are subject to the requirement to make records available upon request for review by USAID officials or their designees.

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

e. Foreign organizations that provide USAID resources to other organizations to carry out the USAID program and activities are responsible for monitoring their subcontractors or subgrantees. Allowable costs for limited scope subrecipient audits charged to USAID funds are limited to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort; earmarking; and reporting.

f. The audit report must be submitted to USAID within 30 days after completion of the audit; the audit must be completed, and the report submitted, not later than nine months after the close of the recipient's fiscal year. The USAID Inspector

General will review this report to determine whether it complies with the audit requirements of this award. No audit costs may be charged to this award if audits have not been made in accordance with the terms of this provision. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all or a percentage of disbursements until the audit is satisfactorily completed.

g. This provision in its entirety must be incorporated into all subawards with non-U.S. organizations which meet the $300,000 threshold as described at paragraph b. of this provision. Subawards to non-U.S. organizations which are for more than $10,000 but do not meet the $300,000 threshold must, at a minimum, incorporate paragraph d. of this provision. Subawards of grants and cooperative agreements made to U.S. organizations must state that the U.S. organization is subject to the audit requirements contained in OMB Circular A-133.

[END OF PROVISION]

3. PAYMENT ADVANCES AND REFUNDS (OCTOBER 1998)

a. Recipients must maintain advances of USAID funds in interest bearing accounts, unless:

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

(2) The best reasonably available interest bearing account would not be expected to earn interest in excess of $250 per year on U.S. Government cash balances; or

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

b. Interest earned on advances will be remitted to USAID. However, the recipient may retain up to $250 of interest earnings per account per year, for administrative expenses.

c. At the time the award expires or is terminated, the following types of funds must immediately revert to USAID:

(1) USAID has obligated funds to the award, but has not disbursed them to the recipient; or

(2) USAID has advanced funds to the recipient, but the recipient has not expended them.

Notwithstanding c.(1) and c.(2) above, funds which the recipient has obligated in legally binding transactions applicable to this award will not revert to USAID.

d. USAID reserves the right to require refund by the recipient of any amount which the recipient did not spend in accordance with the terms and conditions of this award. In the event that a final audit has not been performed prior to the closeout of this award, USAID retains the right to a refund until all claims which may result from the final audit have been resolved between USAID and the recipient.

[END OF PROVISION]

4. REVISION OF AWARD BUDGET (OCTOBER 1998)

a. The approved award budget is the financial expression of the recipient's program as approved during the award process.

b. The recipient is required to report deviations from budget and program plans, and request prior approvals from the Agreement Officer for any of the following reasons:

(1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.

(2) To change a key person where specified in the award, or allow a 25% reduction in time devoted to the project**.**

(3) Additional funding is needed.

(4) Where indirect costs have been authorized, the recipient plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.

(5) The inclusion of costs that require prior approval in accordance with the applicable set of Cost Principles.

(6) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.

(7) The recipient intends to contract or subaward any of the work under this award, and such contracts or subawards were not included in the approved award budget.

c. If specified in the Schedule of the award, the recipient may be further restricted from transferring funds among cost categories. Such a restriction would require the recipient to get the prior approval of the Agreement Officer before making budget shifts which expect to exceed 10% of the total budget.

d. USAID is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under the award. If the total obligated amount under the award has been increased, the Agreement Officer will notify the recipient in writing of the increase and specify the new total obligated award amount.

[END OF PROVISION]

5. TERMINATION AND SUSPENSION (OCTOBER 1998)

a. The Agreement Officer may terminate this award at any time, in whole or in part, upon written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.

b. This award may be terminated at any time, in whole or in part, by the Agreement Officer with the consent of the recipient. Both parties must agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the award to be terminated. The agreement to terminate must be set forth in a letter from the Agreement Officer to the recipient.

c. This award may be terminated at any time, in whole or in part, by the recipient upon sending written notification to the Agreement Officer with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if USAID determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, USAID may terminate the award in its entirety in accordance with paragraphs a. or b. above.

d. If at any time USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then USAID may, following notice to the recipient, suspend or terminate this award, in whole or part, and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then USAID may terminate this award on written notice to the recipient and cancel that portion of this award which has not been disbursed or irrevocably committed to third parties.

e. Termination and Suspension Procedures. Upon receipt of, and in accordance with a termination notice as specified above, the recipient must take immediate action to minimize all expenditures and obligations financed by this award and must cancel such unliquidated obligations whenever possible. Except as provided below, the recipient must not incur costs after the effective date of termination.

The recipient must within 30 calendar days after the effective date of such termination repay to the U.S. Government all unexpended USAID funds which are not otherwise obligated by a legally binding transaction applicable to this award. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover the recipient's obligations in the legally binding transaction, the recipient may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The Agreement Officer must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with the applicable Cost Principles.

This provision must be included in all subagreements.

[END OF PROVISION]

6. DISPUTES (OCTOBER 1998)

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

b. Decisions of the USAID Agreement Officer are final unless, within 30 days of receipt of the decision of the Agreement Officer, the recipient appeals the decision to USAID's Assistance Executive. Any appeal made under this provision must be in writing and addressed to the Assistance Executive, U.S. Agency for International Development, Office of Procurement, 1300 Pennsylvania Ave, NW., Washington, DC 20523. A copy of the appeal must be concurrently furnished to the Agreement Officer.

c. In order to facilitate review on the record by the Assistance Executive, the recipient must be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

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

[END OF PROVISION]

7. INELIGIBLE COUNTRIES (MAY 1986)

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

[END OF PROVISION]

8. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JANUARY 2004)

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

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

(2) Have been convicted within the preceding three-year period preceding this proposal; been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

(3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph a.(2); and

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

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

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

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

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

[END OF PROVISION]

9. DRUG-FREE WORKPLACE (JANUARY 2004)

a. The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must

(1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

(2) Specify the actions the recipient will take against employees for violating that prohibition; and

(3) Let each employee know that, as a condition of employment under any award, he or she

(i) Must abide by the terms of the statement, and

(ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) Your policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation and employee assistance programs; and

(4) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

c. Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award, or the completion date of this award, whichever occurs first.

d. The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.

e. Within 30 calendar days of learning about an employee's conviction, the recipient must either

(1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, or

(2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

f. The policies and procedures applicable to violations of these requirements are set forth in 22 CFR 210.

[END OF PROVISION]

10. NONLIABILITY (NOVEMBER 1985)

USAID does not assume liability for any third party claims for damages arising out of this award.

[END OF PROVISION]

11. AMENDMENT (OCTOBER 1998)

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters or forms between the Agreement Officer and an appropriate official of the recipient.

[END OF PROVISION]

12. NOTICES (OCTOBER 1998)

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

(1) To the USAID Agreement Officer and Agreement Officer's Technical Representative (AOTR), at the addresses specified in the award; and

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

Notices are effective when delivered in accordance with this provision, or on effective date of the notice, whichever is later.

[END OF PROVISION]

13. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)

Wherever measurements are required or authorized, they must be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the Agreement Officer in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

[END OF PROVISION]

14. EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (December 2009)

a. All the requirements of 22 CFR 205, Participation By Religious Organizations In USAID Programs, are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in 22 CFR 226. The requirements of 22 CFR 205 apply to both religious and secular organizations.

b. If the recipient makes subawards under this agreement, faith-based organizations must be eligible to participate on the same basis as other organizations, and must not be discriminated for or against on the basis of their religious character or affiliation.

c. The recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary. These restrictions do not apply to programs where USAID funds are provided to chaplains to work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.

d. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with applicable cost accounting principles. Sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship are ineligible for acquisition, construction, rehabilitation, or improvements using USAID funds.

e. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported, in whole or in part, by this agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

f. When the recipient is a religious organization, the recipient

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

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

(3) Retains its exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e–1.

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

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

[END OF PROVISION]

15. IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (MARCH 2002)

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

[END OF PROVISION]

16. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DECEMBER 2005)

a. Definitions

Commodities mean any material, article, supply, goods or equipment, excluding recipient offices, vehicles, and nondeliverable 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, for example, 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 nonpresence countries, the cognizant Principal Officer is the Senior USAID officer in a regional USAID Operating Unit responsible for the nonpresence country, or in the absence of such a responsible Operating Unit, the Principal U.S Diplomatic Officer in the nonpresence country exercising delegated authority from USAID.

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

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

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

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

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

Development Objective – as opposed to the internal management of the foreign assistance program.

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brandmark, with the tagline that clearly communicates that our assistance is "from the American people." The USAID Identity is available on the USAID Web site 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 preproduction review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.

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

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

(10) Any 'public communications', as defined in 22 CFR 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 Technical Representative (AOTR) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the recipient will submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

c. Implementation of Marking Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements of this 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 Technical Representative (AOTR). 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 (AA). The recipient may appeal by submitting a written request to reconsider the Principal Officer's waiver determination to the cognizant AA.

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.

[END OF PROVISION]

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

Requirements for Voluntary Sterilization Programs

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

Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it

relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

[END OF PROVISION]

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

APPLICABILITY: *This provision is required in accordance with 2 CFR 25, Award Term for Central Contractor Registration and Universal Identifier. AOs must include this provision in all assistance solicitations and all awards made on or after October 1, 2010.*

CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)

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

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

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

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

c. Definitions. For purposes of this award term:

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

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

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

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

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

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

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

(4) Subaward:

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

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

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

(5) Subrecipient means an entity that:

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

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

[END OF PROVISION]

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

APPLICABILITY: *This provision is required in accordance with 2 CFR 170, Award Term for Reporting Subawards and Executive Compensation. AOs must include this provision in all assistance solicitations and all awards made on or after October 1, 2010.*

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

a. Reporting of First-Tier Subawards.

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

(2) Where and when to report.

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

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

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

b. Reporting Total Compensation of Recipient Executives.

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

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

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

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

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

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

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

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

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

c. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

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

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

(i) To the recipient.

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

d. Exemptions.

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

(1) Subawards, and

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

e. Definitions.

For purposes of this award term:

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

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

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

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

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

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

(3) Subaward:

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

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

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

(4) Subrecipient means an entity that:

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

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

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

(i) Salary and bonus.

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

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

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

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

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

[END OF PROVISION]

20. TRAFFICKING IN PERSONS (OCTOBER 2010)

APPLICABILITY: *This provision is required in accordance with 2 CFR 175, Award Term for Trafficking in Persons. AOs must include this provision in all new awards. AOs must modify existing awards to include this provision at the earliest practicable opportunity.*

TRAFFICKING IN PERSONS (OCTOBER 2010)

a. Provisions applicable to a recipient that is a private entity.

(1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

(2) We, as the Federal awarding Agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph a. (1) of this award term; or

(ii) Has an employee who is determined by the Agency official authorized to terminate the award to have violated a prohibition in paragraph a. (1) of this award term through conduct that is either—

(A) Associated with performance under this award; or

(B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),'' as implemented by our agency at 22 CFR 208 or its superseding Part in 2 CFR.

b. Provisions applicable to a recipient other than a private entity.

(1) We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(i) Is determined to have violated an applicable prohibition in paragraph a. (1) of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. (1) of this award term through conduct that is either—

(A) Associated with performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR 180, ‘‘OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),’’ as implemented by our agency at 22 CFR 208 or its superseding Part in 2 CFR.

c. Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. (1) of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a. (2) or b. of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a. (1) of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this provision:

(1) ‘‘Employee’’ means either:

(i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) ‘‘Forced labor’’ means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) ‘‘Private entity’’:

(i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25(b).

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) ‘‘Severe forms of trafficking in persons,’’ ‘‘commercial sex act,’’ and ‘‘coercion’’ have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

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

The following standard provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with ADS Chapter 303.3.4**. EACH AWARD IS REQUIRED TO HAVE A PAYMENT PROVISION.**

II. REQUIRED, AS APPLICABLE, STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL RECIPIENTS 336

1. PAYMENT – ADVANCE (OCTOBER 1998) 36

2. PAYMENT – REIMBURSEMENT (MAY 1986) 37

3. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION 37

(JUNE 1999) 37

4. OCEAN SHIPMENT OF GOODS (JUNE 1999) 40

5. PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998) 41

***6. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (FEBRUARY 2012) 46**

7. SUBAGREEMENTS (OCTOBER 1998) 48

8. PATENT RIGHTS (JUNE 1993) 48

9. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006) 54

10. NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS (MAY 1986) 56

11. REGULATIONS GOVERNING EMPLOYEES (JUNE 1993) 56

12. PARTICIPANT TRAINING (OCTOBER 1998) 57

13. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009) 58

**An asterisk and yellow highlight indicates that the adjacent information is new to this chapter or substantively revised*

14. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (OCTOBER 1998) 61

15. INDIRECT COST RATES - PROVISIONAL (Nonprofit) 62

(OCTOBER 1998) 62

16. TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; OVER $50,000) (OCTOBER 1998) 63

17. TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; $50,000 and Under) (OCTOBER 1998) 67

18. TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT TITLE) (OCTOBER 1998) 68

19. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (OCTOBER 1998) 72

***20. COST SHARING (MATCHING) (FEBRUARY 2012) 73**

21. PUBLIC NOTICES (JUNE 1993) 77

22. PROGRAM INCOME (OCTOBER 1998) 77

23. (Reserved) 78

24. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS 79

(JUNE 1999) 79

25. INVESTMENT PROMOTION (NOVEMBER 2003) 80

26. REPORTING OF FOREIGN TAXES (MARCH 2006) 80

27. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JANUARY 2002) 82

28. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004) 82

29. PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION - ASSISTANCE (JULY 2004) 83

30. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005) 84

**An asterisk and yellow highlight indicates that the adjacent information is new to this chapter or substantively revised*

31. CONDOMS (JUNE 2005) 84

32. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005) 85

33. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004) 86

34. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004) 86

**An asterisk and yellow highlight indicates that the adjacent information is new to this chapter or substantively revised*

II. REQUIRED, AS APPLICABLE, STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL RECIPIENTS

1. PAYMENT – ADVANCE (OCTOBER 1998)

APPLICABILITY: This provision is applicable when the recipient's accounting and financial management systems conform to the standards for funds control and accountability required under: the standard provision of this agreement entitled "Accounting, Audit, and Records", ADS Chapter 303.5.9 and 22 CFR 226.20 through 226.22.

PAYMENT – ADVANCE (OCTOBER 1998)

a. In accordance with the Standard Provision entitled "Payment Advances and Refund": USAID funds must not be commingled with other recipient owned or controlled funds; the recipient must deposit all USAID cash advances in a separate bank account and must make all disbursements for goods and services from this account.

b. Advances must be limited to the minimum amounts needed to meet current disbursement needs (generally 30 days) and must be scheduled so that the funds are available to the grantee as close as is administratively feasible to the actual disbursements by the grantee for program costs. Advances made by the recipient to subrecipients or the recipient's field organizations must conform substantially to the same standards of timing and amount as apply to cash advances by USAID to the recipient.

c. Procedures. After receipt of the initial advance, the recipient must submit a Standard Form 1034 for each upcoming month (30-day period), with the statement "Request for Advance" printed at the top of the form. The recipient may submit a set of these forms on a quarterly basis (i.e. submission of three SF 1034s, one for each month in the upcoming quarter). At the end of each quarter the recipient must submit a SF 1034 (marked "Liquidation of Advances") to liquidate the advances of the previous quarter. The recipient may submit a new set of SF 1034s ("Request for Advance") once the "Liquidation of Advances" has been submitted. Each SF 1034 must be identified by the appropriate award number.

[END OF PROVISION]

2. PAYMENT – REIMBURSEMENT (MAY 1986)

APPLICABILITY: This provision is applicable to grants for construction or to awards where the recipient does not meet the conditions for periodic advance payment.

PAYMENT – REIMBURSEMENT (MAY 1986)

a. The recipient must submit to the USAID Controller, noted in the Schedule of the award, an original and two copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal" and SF 1034A, Continuation of SF 1034, on a monthly basis and in no event no later than on a quarterly basis. Each voucher must be identified by the award number and must state the total costs for which reimbursement is being requested.

b. Copies of SF 1034 and 1034A may be obtained from the Controller.

[END OF PROVISION]

3. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

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

INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

a. PRIOR BUDGET APPROVAL

In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:

(1) The trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).

(2) The information noted at a.(1) above is incorporated in: the proposal, the program description or schedule of the award, the annual implementation plan (initial or revisions), or amendments to the award; and

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

The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph a.(2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

b. NOTIFICATION

(1) As long as prior budget approval has been met in accordance with paragraph a. above, a separate Notification will not be necessary unless:

(i) The primary purpose of the trip is to work with USAID Mission personnel, or

(ii) The recipient expects significant administrative or substantive programmatic support from the Mission.

Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

(2) Where notification is required in accordance with paragraph (1)(i) or (ii) above, the recipient will observe the following standards:

(i) Send a written notice to the USAID Agreement Officer’s Technical Representative (AOTR) in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W AOTR to forward the notice to the field.

(ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.

(iii) The notification must contain the following information: the award number, the AOTR, the traveler's name (if known), date of arrival, and the purpose of the trip.

(iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the AOTR in the Mission to contact the recipient within five working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.

(v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the AOTR directly, or the prime recipient may contact USAID on the subrecipient's behalf.

c. SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before traveling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the U.S. Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

d. USE OF U.S.-OWNED LOCAL CURRENCY

Travel to certain countries will, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

e. THE FLY AMERICA ACT

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR 301, and are hereby incorporated by reference into this award.

f. COST PRINCIPLES

The recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials, and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the recipient.

If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

g. SUBAWARDS

This provision will be included in all subawards and contracts which require international air travel and transportation under this award.

[END OF PROVISION]

4. OCEAN SHIPMENT OF GOODS (JUNE 1999)

APPLICABILITY: *This provision is applicable for awards and subawards for $100,000 or more and when goods purchased with funds provided under this award are transported to cooperating countries on ocean vessels whether or not award funds are used for the transportation.*

OCEAN SHIPMENT OF GOODS (JUNE 1999)

a. At least 50% of the gross tonnage of all goods purchased under this award and transported to the cooperating countries must be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates.

b. At least 50% of the gross freight revenue generated by shipments of goods purchased under this award and transported to the cooperating countries on dry cargo liners must be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

c. When U.S. flag vessels are not available, or their use would result in a significant delay, the recipient may request a determination of non-availability from the USAID, Office of Procurement, Transportation and Commodities Division, 1300 Pennsylvania Avenue, NW., Washington, DC 20523, giving the basis for the request which will relieve the recipient of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this award.

d. The recipient must send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:

U.S. Department of Transportation,
Maritime Administration, Division of National Cargo,
400 7th Street, SW.,
Washington, DC 20590, and

U.S. Agency for International Development,
Office of Procurement, Transportation Division
1300 Pennsylvania Avenue, NW.,
Washington, DC 20523-7900

e. Shipments by voluntary nonprofit relief agencies (for example, PVOs) are governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR 202).

f. Shipments financed under this award must meet applicable eligibility requirements set out in 22 CFR 228.21.

g. This provision will be included in all subagreements which will finance goods to be shipped on ocean vessels.

[END OF PROVISION]

5. PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)

APPLICABILITY: This provision is applicable when the procurement element of an award is over $10,000.

PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)

The recipient may use its own procurement policies and practices for the procurement of goods and services under this award, provided they conform to all of USAID's requirements listed below and the standard provision entitled "USAID Eligibility Rules For Goods and Services".

a. General Requirements:

(1) The recipient must maintain a written code or standards of conduct that will govern the performance of its employees engaged in the awarding and administration of contracts. An employee, officer**,** or agent must not participate in the selection, award**,** or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee's immediate family, the employee's partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. However,

recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

(2) All procurement transactions must be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient must be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals must be excluded from competing for such procurements. Contracts must be made to the offeror whose offer is responsive to the solicitation and is most advantageous to the recipient, price, quality, and other factors considered. Solicitations must clearly establish all requirements that the bidder or offeror must fulfill in order to be evaluated by the recipient. Any and all offers may be rejected when it is in the recipient's interest to do so.

(3) All recipients must establish written procurement procedures. These procedures must provide, at a minimum, that:

(i) Recipients avoid purchasing unnecessary items,

(ii) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement, and

(iii) Solicitations for goods and services provide for all of the following:

(A) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description must not contain features which unduly restrict competition.

(B) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.

(C) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.

(D) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.

(E) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.

(F) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

(iv) Positive efforts must be made by the recipients to utilize U.S. small business, minority-owned firms**,** and women's business enterprises, whenever possible. Recipients of USAID awards must take all of the following steps to further this goal:

(A) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under the award, the recipient must to the maximum extent possible provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU/MRC), USAID, Washington, DC 20523, at least 45 days prior to placing any order or contract in excess of $100,000:

(a) Brief general description and quantity of goods or services;

(b) Closing date for receiving quotations, proposals**,** or bids; and

(c) Address where solicitations or specifications can be obtained.

(B) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(C) Encourage contracting with consortiums of small businesses, minority-owned firms**,** and women's business enterprises when a contract is too large for one of these firms to handle individually.

(D) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

(v) The type of procurement instruments used (for example, fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts), must be determined by the recipient but, must be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting must not be used.

(vi) Contracts must be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration must be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Contracts must not be made with firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with copy of this list upon request.

(vii) Recipients must, on request, make available for USAID, preaward review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply:

(A) A recipient's procurement procedures or operation fails to comply with the procurement standards in this part, and

(B) The procurement is expected to exceed $10,000.

(viii) The recipient must document some form of price or cost analysis in its procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, and market prices, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability**,**

and allowability.

(ix) Procurement records and files for purchases in excess of the recipient's own small purchase threshold must include the following at a minimum:

(A) Basis for contractor selection;

(B) Justification for lack of competition when competitive bids or offers are not obtained, and;

(C) Basis for award cost or price.

(x) A system for contract administration must be maintained to ensure contractor conformance with terms, conditions, and specifications of the contract and to ensure adequate and timely follow up of all purchases. Recipients must evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.

b. The recipient must include, in addition to provisions to define a sound and complete contract, the following provisions in all contracts. The following provisions must also be applied to subcontracts.

(1) Contracts in excess of $10,000 must contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

(2) All contracts in excess of $10,000 must contain suitable provisions for termination by the recipient, including the manner by which termination will be effected and the basis for settlement. In addition, such contracts must describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

(3) All negotiated contracts (except those for less than the recipient's small purchase threshold) awarded by the recipient must include a provision to the effect that the recipient, USAID, the Comptroller General of the United States, or any of their duly authorized representatives, must have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

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

(5) Contracts, the principal purpose of which is to create, develop, or improve products, processes, or methods; or for exploration into fields that directly concern public health, safety, or welfare; or contracts in the fields of science or technology in which there has been little significant experience outside of work funded by the U.S. Government (USG), must contain a notice to the effect that matters regarding rights to inventions, intellectual property, and materials generated under the contract are subject to the regulations included in these grant provisions. The contractor must be advised as to the source of additional information regarding these matters.

[END OF PROVISION]

*6. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (FEBRUARY 2012)

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

Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source and nationality are contained in **22 CFR Part 228, Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds**, which is incorporated into this Award in its entirety. **22 CFR 228** is supplemented by the policies and procedures in ADS Chapters **310** and **312**.

a. Ineligible and Restricted Goods and Services:

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

(i) Military equipment,
(ii) Surveillance equipment,
(iii) Commodities and services for support of police or other law enforcement activities,
(iv) Abortion equipment and services,
(v) Luxury goods and gambling equipment, or
(vi) Weather modification equipment.

(2) Ineligible Suppliers. Funds provided under this award must not be used to procure any goods or services furnished by any firms or individuals whose name

appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs" (See **https://www.epls.gov/**). USAID will provide the recipient with a copy of these lists upon request.

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

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

b. Source and Nationality:

The eligibility rules for goods and services based on source and nationality are divided into two categories: One applies when the total procurement element during the life of the award is $250,000 or less, and the other applies when the total procurement element during the life of the award is over $250,000. The total procurement element includes procurement of all goods (for example, equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer.

1) When the total procurement element during the life of this award is valued at $250,000 or less, the authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World." Such goods and services must meet the source and nationality requirements set forth in 22 CFR 228.

2) When the total procurement element exceeds $250,000, the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars which will be reimbursed under this award must meet the source and nationality requirements set forth in 22 CFR 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 937.

c. If USAID determines that the recipient has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

This provision must be included in all subagreements which include procurement of goods or services.

[END OF PROVISION]

7. SUBAGREEMENTS (OCTOBER 1998)

APPLICABILITY: This provision is applicable when subgrants or cooperative agreements are financed under the award.)

SUBAGREEMENTS (OCTOBER 1998)

a. Subawards must be made only with responsible recipients who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration must be given to such matters as integrity, record of past performance, financial and technical resources**,** or accessibility to other necessary resources. Awards must not be made to firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with a copy of this list upon request.

b. All subagreements must at a minimum contain provisions to define a sound and complete agreement in addition to those that are specifically required by any other provisions in this award. Whenever a provision within this award is required to be inserted in a subagreement, the recipient must insert a statement in the subagreement that in all instances where USAID is mentioned, the recipient's name will be substituted. If subagreements are being made to U.S. organizations, a suggested subaward format incorporating 22 CFR 226 and standard provisions will be provided.

[END OF PROVISION]

8. PATENT RIGHTS (JUNE 1993)

APPLICABILITY: This provision is applicable whenever patentable processes or practices are financed by the award.

PATENT RIGHTS (JUNE 1993)

a. Definitions:

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

**An asterisk and yellow highlight indicates that the adjacent information is new to this chapter or substantively revised*

Code.

(2) "Subject invention" means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement.

(3) "Practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(4) "Made" (when used in relation to any invention) means the conception or first actual reduction to practice of such invention.

(5) "Small business firm" means a small business concern which meets the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively.

(6) "Nonprofit organization" means a university or other institution of higher education, or an organization which is not organized for profit, as described in the laws of the country in which it was organized.

b. Allocation of Principal Rights. The recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the recipient retains title, the Federal Government must have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. the subject invention throughout the world.

c. Invention Disclosure, Election of Title, and Filing of Patent Applications by Recipient.

(1) The recipient must disclose each subject invention to USAID within two months after the inventor discloses it in writing to recipient personnel responsible for patent matters. The disclosure to USAID must be in the form of a written report and must identify the agreement under which the invention was made and the inventor(s). It must be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the invention. The disclosure must also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for

publication at the time of disclosure. In addition, after disclosure to USAID the recipient must promptly notify USAID of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the recipient.

(2) The recipient must elect in writing whether or not to retain title to any such invention by notifying USAID within two years of disclosure to USAID. However, in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by USAID to a date that is no more than 60 days prior to the end of the statutory period.

(3) The recipient must file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The recipient must file patent applications in additional countries within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to USAID, election, and filing may, at the discretion of USAID, be granted.

d. Conditions When the Government May Obtain Title. The recipient must convey to USAID, upon written request, title to any subject invention:

(1) If the recipient fails to disclose or elect the subject invention within the times specified in c. above, or elects not to retain title, USAID may only request title within sixty days after learning of the recipient's failure to report or elect within the specified times.

(2) In those countries in which the recipient fails to file patent applications within the times specified in c. above; provided, however, that if the recipient has filed a patent application in a country after the times specified in c. above, but prior to its receipt of the written request of USAID the recipient must continue to retain title in that country.

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

e. Minimum Rights to Recipient:

(1) The recipient must retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the recipient fails to disclose the subject invention within the times specified in c. above. The recipient's license extends to its subsidiaries and affiliates, if any, within the corporate structure of which the recipient is a party and includes the right to grant sublicenses of the same scope to the extent the recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of USAID except when transferred to the successor of that party of the recipient's business to which the invention pertains.

(2) The recipient's license may be revoked or modified by USAID to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the 37 CFR 404 and Agency licensing regulations (if any). This license must not be revoked in that field of use or the geographical areas in which the recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of USAID to the extent the recipient, its licensees, or its subsidiaries or affiliates have failed to achieve practical application.

(3) Before revocation or modification of the license, USAID will furnish the recipient written notice of its intention to revoke or modify the license, and the recipient must be allowed thirty days (or such other time as may be authorized by USAID for good cause shown by the recipient) after the notice to show cause why the license should not be revoked or modified. The recipient has the right to appeal, in accordance with applicable regulations in 37 CFR 404 and Agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

f. Recipient Action to Protect the Government's Interest:

(1) The recipient agrees to execute or to have executed and promptly deliver to USAID all instruments necessary to (i) establish or conform the rights the Government has throughout the world in those subject inventions to which the recipient elects to retain title, and (ii) convey title to USAID when requested under paragraph d. above, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The recipient agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of

patent matters and in a format suggested by the grantee each subject invention made under agreement in order that the recipient can comply with the disclosure provisions of paragraph c. above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by c.(1) above. The recipient must instruct such employees through employee agreements, or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The recipient must notify USAID of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The recipient agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the agreement awarded by USAID). The Government has certain rights in this invention."

g. Subagreements and Contracts: The recipient must include this standard provision suitably modified to identify the parties, in all subagreements and contracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subrecipient or contractor must retain all rights provided for the recipient in this standard provision, and the recipient must not, as part of the consideration for awarding the contract or subagreement, obtain rights in the contractor's or subrecipient's subject inventions.

h. Reporting Utilization of Subject Inventions: The recipient agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the grantee or its licensees or assignees. Such reports must include information regarding the status of development, date of first commercial sale or use, gross royalties received by the grantee, and such other data and information as USAID may reasonably specify. The recipient also agrees to provide additional reports as may be requested by USAID in connection with any march-in proceedings undertaken by USAID in accordance with paragraph j. of this provision. As required by 35 U.S.C. 202(c)(5), USAID agrees that, to the extent permitted by law, it must not disclose such information to persons outside the Government.

i. Preference for United States Industry: Notwithstanding any other provision of this clause, the recipient agrees that neither it, nor any assignee, will grant to any

person the exclusive right to use or sell any subject invention in the United States, unless such person agrees that any products embodying the subject invention must be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by USAID upon a showing by the recipient or its assignee that reasonable, but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances manufacture in the United States is not commercially feasible.

j. March-in Rights: The recipient agrees that with respect to any subject invention in which it has acquired title, USAID has the right, in accordance with the procedures in 37 CFR 401.6 and any supplemental Agency regulations, to require the recipient, an assignee**,** or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the recipient, assignee, or exclusive licensee refuses such a request, USAID has the right to grant such a license itself if USAID determines that:

(1) Such action is necessary because the recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the recipient, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph i. of this clause has not been obtained or waived or because a license of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

k. Special Provisions for Awards with Nonprofit Organizations: If the recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention may not be assigned without the approval of USAID, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided that such assignee must be subject to the same provisions as the recipient.

(2) The recipient must share royalties collected on a subject invention with the

inventor, including Federal employee coinventors, when USAID deems it appropriate when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, must be utilized for the support of scientific research or education.

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and it will give preference to a small business firm when licensing a subject invention if the recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the grantee. However, the recipient agrees that the Secretary of Commerce may review the recipient's licensing program and decisions regarding small business applicants, and the recipient must negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the recipient could take reasonable steps to more effectively implement the requirements of this subparagraph k.(4).

l. Communications: Communications concerning this provision must be addressed to the Agreement Officer at the address shown in this agreement.

[END OF PROVISION]

9. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)

APPLICABILITY: This provision is applicable when publications are financed under the award.

PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)

a. The recipient must provide the Agreement Officer's Technical Representative (AOTR) one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient must submit final documents in electronic format, unless no electronic version exists at the following address:

Online (preferred):
dec.usaid.gov/index.cfm?p=docsubmit.submitDoc&CFID=17392230&CFTOKEN=91583381

Mailing address:
Document Acquisitions
USAID Development Experience Clearinghouse (DEC)
8403 Colesville Road, Suite 210
Silver Spring, MD 20910-6368

Contract Information
Telephone (301) 562-0641
Fax (301) 588-7787
E-mail: docsubmit@dec.cdie.org

Electronic documents must consist of only one electronic file that comprises the complete and final equivalent of a hard copy. They may be submitted online (preferred); on 3.5" diskettes, a Zip disk, CD-R, or by e-mail. Electronic documents should be in PDF (Portable Document Format). Submission in other formats is acceptable but discouraged.

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

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

c. Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

[END OF PROVISION]

**An asterisk and yellow highlight indicates that the adjacent information is new to this chapter or substantively revised*

10. NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS (MAY 1986)

APPLICABILITY: This provision is applicable when work under the award is performed in the United States or when employees are recruited in the United States.

NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS (MAY 1986)

U.S. citizens or legal residents must not be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this award on the basis of race, color, national origin, age, handicap, or sex.

[END OF PROVISION]

11. REGULATIONS GOVERNING EMPLOYEES (JUNE 1993)

APPLICABILITY: The following applies to the recipient's employees who are not citizens of the cooperating country.

REGULATIONS GOVERNING EMPLOYEES (JUNE 1993)

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

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

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

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

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

recipient a course of action with regard to such employee.

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

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

[END OF PROVISION]

12. PARTICIPANT TRAINING (OCTOBER 1998)

***APPLICABILITY**: This provision is applicable when any participant training is financed under the award.*

PARTICIPANT TRAINING (OCTOBER 1998)

a. Definitions: A participant is any non-U.S. individual being trained under this award outside of that individual's home country.

b. Application of ADS Chapter 253: Participant training under this award must comply with the policies established in ADS Chapter 253, Participant Training (including TrainNet requirements), except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Global Bureau's Center for Human Capacity Development (The Center) (see ADS 253). (ADS 253 may be obtained by submitting a request to the Agreement Officer.)

c. Orientation: In addition to the mandatory requirements in ADS 253, recipients are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation, and orientation in Washington at the Washington International Center. The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the U.S. through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the Agreement Officer, who will transmit the request to NCIV through R&O/IT.

[END OF PROVISION]

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

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

VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)

a. Voluntary Participation and Family Planning Methods:

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

(2) Activities which provide family planning services or information to individuals, financed, in whole or in part, under this agreement, must provide a broad range of family planning methods and services available in the country in which the activity is conducted or must provide information to such individuals regarding where such methods and services may be obtained.

b. Requirements for Voluntary Family Planning Projects

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

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

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

referral agents in the project are required to achieve the estimates or indicators.

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

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

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

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

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

(9)

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

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

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

c. Additional Requirements for Voluntary Sterilization Programs

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

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

(3) Further, the recipient must document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.

(4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization for a period of three

years after performance of the sterilization procedure.

d. Prohibition on Abortion-Related Activities:

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

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

e. The recipient must insert this provision in all subsequent subagreements and contracts involving family planning or population activities that will be supported, in whole or in part, from funds under this award. The term subagreement means subgrants and subcooperative agreements.

[END OF PROVISION]

14. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (OCTOBER 1998)

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

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

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

USAID/W has oversight, guidance, and interpretation responsibility for the Policy.

b. Recipient organizations must comply with USAID policy when humans are the subject of research, as defined in 22 CFR 225.102(d), funded by the grant and recipients MUST provide "assurance", as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a bona fide, applicable assurance approved by the Department of Health and Human Services (HHS) such as the "multiple project assurance" (MPA) will satisfy this requirement. Alternatively, organizations can provide an acceptable written assurance to USAID as described in 22 CFR 225.103. SUCH ASSURANCES MUST BE DETERMINED BY THE CHSO TO BE ACCEPTABLE PRIOR TO ANY APPLICABLE RESEARCH BEING INITIATED OR CONDUCTED UNDER THE AWARD. In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed "at least equivalent" to those outlined in Part 225 (See 22 CFR 225.101[h]). Criteria and procedures for making this determination are described in the General Notice cited in the preceding paragraph.

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

[END OF PROVISION]

15. INDIRECT COST RATES - PROVISIONAL (Nonprofit) (OCTOBER 1998)

APPLICABILITY: This provision is applicable to all recipients whose indirect cost rates under this award are on a provisional basis.

INDIRECT COST RATES - PROVISIONAL (Nonprofit) (OCTOBER 1998)

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

b. The recipient, not later than nine months after the close of each of its accounting periods during the term of this award, must submit to the Agreement Officer

proposed final indirect cost rates with supporting cost data. The proposed rates must be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates must begin soon after receipt of the recipient's proposal.

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

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

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

f. Any failure by the parties to agree on any final rate(s) under this provision must be considered a dispute within the meaning of the standard provision of the grant, entitled "Disputes".

[END OF PROVISION]

16. TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; OVER $50,000) (OCTOBER 1998)

APPLICABILITY: This provision is applicable only when title to property is vested in the recipient and over $50,000 in equipment is expected to be procured with USAID funds. Equipment is defined as any tangible personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; OVER $50,000) (OCTOBER 1998)

a. Title to all property financed under this award must vest in the recipient.

b. The recipient agrees to use and maintain the property for the purpose of the award in accordance with the following procedures:

(1) The recipient must not use equipment acquired with U.S. Government (USG) funds to provide services to non-U.S. Government outside organizations for a fee that is less than private companies charge for equivalent services.

(2) The recipient must use the equipment in the program for which it was acquired as long as needed, whether or not the program continues to be supported by USG funds and must not encumber the property without approval of USAID. When no longer needed for the original program, the recipient must use the equipment in connection with its other Federally-sponsored activities, in the following order of priority:

(i) Activities sponsored by USAID, then

(ii) Activities sponsored by other USG agencies.

(3) During the time that equipment is used on the program for which it was acquired, the recipient must make it available for use on other programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. User charges must be treated as program income.

(4) When acquiring replacement equipment, the recipient may use the equipment to be replaced as trade-in, or sell the equipment and use the proceeds to offset the costs of the replacement equipment, subject to the approval of the Agreement Officer.

(5) The recipient's property management standards for equipment acquired with USG funds and Federally-owned equipment must include all of the following:

(i) Equipment records must be maintained accurately and must include the following information:

(A) A description of the equipment;

(B) Manufacturer's serial number, model number, USG stock number, national stock number, or other identification number;

(C) Source of the equipment, including the award number;

(D) Whether title vests in the recipient, the USG or other specified entity;

(E) Acquisition date (or date received, if the equipment was

furnished by the USG) and cost;

(F) Information from which one can calculate the percentage of USG participation in the cost of the equipment (not applicable to equipment furnished by the USG);

(G) Location and condition of the equipment and the date the information was reported;

(H) Unit acquisition cost;

(I) Ultimate disposition data, including date of disposal and sales price, or the method used to determine current fair market value where a recipient compensated USAID for its share.

(ii) A physical inventory of equipment must be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records must be investigated to determine the causes of the difference. The recipient must, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

(iii) A control system must be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft must be investigated and fully documented and the recipient must promptly notify the Agreement Officer.

(iv) Adequate maintenance procedures must be implemented to keep the equipment in good condition.

(v) Where the recipient is authorized or required to sell the equipment, proper sales procedures must be established which provide for competition to the extent practicable and result in the highest possible return.

(6) When the recipient no longer needs the equipment, the equipment may be used for other activities in accordance with the following standards:

(i) For equipment with a current per unit fair market value of $5,000 or more, the recipient may retain the equipment for other uses provided that compensation is made to USAID for its share.

(ii) If the recipient has no need for USAID-financed equipment, the

recipient must request disposition instructions from the Agreement Officer.

(A) If so instructed or if disposition instructions are not issued within 120 calendar days after the recipient's request, the recipient must sell the equipment and reimburse USAID its share. The recipient must be permitted to deduct and retain from the USAID share $500 or ten percent of the proceeds, whichever is less, for the recipient's selling and handling expenses.

(B) If the recipient is instructed to ship or otherwise dispose of the equipment, the recipient will be reimbursed by USAID for reasonable expenses incurred in disposition.

c. USAID reserves the right to transfer the title to USAID or a third party. The equipment must be appropriately identified in the award or otherwise made known to the recipient in writing by the Agreement Officer. When USAID exercises its right to take title, the equipment must be subject to the standard provision entitled "Title to and Care of Property" (U.S. Government Title).

d. Within 90 calendar days after the date of completion of the award, the recipient must submit an inventory of all property with the final performance report. The final inventory must list all equipment acquired with award funds or received from USAID.

e. Title to supplies and other expendable equipment must vest in the recipient upon acquisition. If there is a residual inventory of new/unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other U.S. Government-sponsored project or program, the recipient may retain the supplies but must compensate USAID for its share. The recipient must not use supplies acquired with USAID funds to provide services to outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by U.S. Government statute as long as the U.S. Government retains an interest in the supplies.

f. Recipients must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired with Federal funds, as provided to property owned by the recipient.

g. If the purchase of real property (meaning land, land improvements, structures, and appurtenances thereto) is supported under the award, separate instructions will be provided to the recipient by the Agreement Officer.

[END OF PROVISION]

17. TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; $50,000 and Under) (OCTOBER 1998)

APPLICABILITY: This provision is applicable only when title to property is vested in the recipient and under $50,000 in equipment is expected to be procured with USAID funds. Equipment is defined as any tangible personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; $50,000 and Under) (OCTOBER 1998)

a. Title to all property financed under this award must vest in the recipient.

b. The recipient agrees to use and maintain the property for the purpose of the award and in accordance with the procedures established in this provision.

c. With respect to property having an acquired value of $5,000 or more, the recipient agrees to report such items to the Agreement Officer as they are acquired and to maintain a control system which will permit their ready identification and location.

d. Within 90 calendar days after the end of the award, the recipient will provide a list to the Agreement Officer and the Agreement Officer's Technical Representative (AOTR) of each item that has current fair market value of $5,000 or more with a detailed proposal of what the recipient intends to do with that property. If the Agreement Officer does not respond within 120 calendar days, the recipient may proceed with the disposition of the property. However, if the recipient uses the property for purposes other than those of the award or sells or leases the property, USAID must be reimbursed of its share of the property unless the Agreement Officer authorizes USAID's share of the income from selling or leasing the property to be used as program income. This share is based upon the percentage of USAID's contribution to the recipient's program. If USAID paid 100% of the recipient's costs, then USAID would receive 100% of the selling cost less a nominal selling fee of $500 or 10%, whichever is less.

[END OF PROVISION]

18. TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT TITLE) (OCTOBER 1998)

APPLICABILITY: This provision is applicable when title to property is vested in the U.S. Government.

TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT TITLE) (OCTOBER 1998)

a. Property, title to which vests in the Government under this award, whether furnished by the Government or acquired by the recipient, is subject to this provision and is hereinafter collectively referred to as "Government property." Title to Government property must not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor must such Government property, or any part thereof, be or become a fixture or lose its identity as personal property by reason of affixation to any real property.

b. Use of Government Property: Government property must, unless otherwise provided herein or approved by the Agreement Officer, be used only for the performance of this award.

c. Control, Maintenance and Repair of Government Property:

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

(2) The recipient must submit, for review by the Agreement Officer, a records system for property control and a program for orderly maintenance of Government property; however, if the property control and maintenance system has been reviewed by another U.S. Government department or agency pursuant to Section __.30 through __.36 of OMB Circular A-110, the recipient must furnish the Agreement Officer proof of such review in lieu of another submission.

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

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

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

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

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

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

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

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

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

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

(iii) Recording of work accomplished under the program.

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

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

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

d. Risk of Loss:

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

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

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

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

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

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

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

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

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

(2) The recipient must not be reimbursed for, and must not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering

the risk of loss of or damage to the Government property, except to the extent that the Government may have required the recipient to carry such insurance under any other provision of this award.

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

(i) The lost, destroyed, or damaged Government property;

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

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

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

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

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

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

f. Final Accounting and Disposition of Government Property: Upon completion of this award, or at such earlier dates as may be fixed by the Agreement Officer, the recipient must submit, in a form acceptable to the Agreement Officer, inventory schedules covering all items of Government property not consumed in the

performance of this award or not theretofore delivered to the Government, and must prepare, deliver, or make such other disposition of the Government property as may be directed or authorized by the Agreement Officer.

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

[END OF PROVISION]

19. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (OCTOBER 1998)

APPLICABILITY: This provision is applicable when an award is funded under an agreement between USAID and the host country, or when the award provides for property titled in the name of the host country or such public or private agency as the host country government may designate to be furnished to or acquired by the recipient.

TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (OCTOBER 1998)

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

b. The recipient must prepare and establish a program, for the receipt, use, maintenance, protection, custody, and care of equipment, materials, and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient must be guided by the requirements of 22 CFR 226.30 through 226.36.

c. Within 90 days after completion of this award, or at such other date as may be fixed by the Agreement Officer, the recipient must submit an inventory schedule covering all items of equipment, materials, and supplies under the recipient's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the

performance of this award. The recipient must also indicate what disposition has been made of such property.

[END OF PROVISION]

*20. COST SHARING (MATCHING) (FEBRUARY 2012)

APPLICABILITY: This provision is applicable when the recipient is required to provide a matching share or to cost share.

COST SHARING (MATCHING) (FEBRUARY 2012)

a. During the period of this award, the recipient agrees to spend funds from non-U.S. Government sources in an amount at least equal to the amount or percentage of the total expenditures under this award specified in the schedule of the award. The schedule of this award may also contain restrictions on the application of cost sharing (matching) funds. The schedule of the award takes precedence over the terms of this provision.

b. Eligibility of non-U.S. Government funds applied to satisfy cost sharing (matching) requirements under this award are set forth below:

(1) Charges incurred by the recipient as project costs. Not all charges require cash outlays by the recipient during the project period; examples are depreciation and use charges for buildings and equipment.

(2) Project costs financed with cash contributed or donated to the recipient by other non-U.S. Government organizations (may include public international organizations (PIO) or foreign governments and institutions, private organizations, or individuals), and

(3) Project costs represented by services and real and personal property, or use thereof, donated by other non-U.S. Government agencies and institutions, and private organizations and individuals.

c. All contributions, both cash and in-kind, must be accepted as part of the recipient's cost sharing (matching) when such contributions meet all of the following criteria:

(1) Are verifiable from the recipient's records;

(2) Are not included as contributions for any other U.S. Government-assisted program;

(3) Are necessary and reasonable for proper and efficient accomplishment of project objectives;

(4) Are types of charges that would be allowable under the applicable Federal cost principles;

(5) Are not paid by the U.S. Government (USG) under another grant or agreement (unless the grant or agreement is authorized by USG law to be used for cost sharing or matching);

(6) Are provided for in the approved budget when required by USAID; and

(7) Conform to other provisions of this paragraph.

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.

d. Values for recipient in-kind contributions will be established in accordance with the applicable Federal cost principles.

e. Specific procedures for the recipient in establishing the value of in-kind contributions from non-U.S. Government third parties are set forth below:

(1) Valuation of volunteer services: Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteer services may be counted as cost sharing or matching, if the service is an integral and necessary part of an approved program.

(i) Rates for volunteer services: Rates for volunteers should be consistent with those paid for similar work in the recipient's organization. In those instances in which the required skills are not found in the recipient's organization, rates should be consistent with those paid for similar work in the labor market in which the recipient competes of the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

(ii) Volunteers furnished by other organizations: When an employer other than the recipient furnishes the services of an employee, these services must be valued at the employee's regular rate of pay (plus an amount of fringe benefits that are reasonable, allowable, and allocable, but exclusive of overhead costs) provided these services are of the same skill for which the employee is normally paid.

(2) Valuation of donated supplies: Donated supplies may include such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to expendable personal property included in the cost (matching) share must be reasonable and must not exceed the market value of the property at the time of the donation.

(3) Valuation of donated equipment, buildings, and land or use thereof:

(i) The method used for charging cost sharing or matching for donated equipment, buildings, and land for which title passes to the recipient may differ according to the purpose of the award as follows:

(A) If the purpose of the award is to assist the recipient in the acquisition of equipment, buildings, or land, the total value of the donated property may be claimed as cost sharing or matching.

(B) If the purpose of the award is to support activities that require the use of equipment, buildings, or land; normally only depreciation or use charges for equipment and buildings may be made. However, the full value of equipment or other capital assets and fair rental charges for land may be allowed provided that the USAID Agreement Officer has approved the charges.

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

(A) Land and buildings: The value of donated land and buildings must not exceed its fair market value, at the time of donation to the recipient as established by an independent appraiser (for example, certified real property appraiser or General Services Administration representative) and certified by a responsible official of the recipient.

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

(C) Use of space: The value of donated space must not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.

(D) Loaned equipment: The value of loaned equipment must not exceed its fair rental value.

f. The following requirements pertain to the recipient's supporting records for in-kind contributions from third parties. With the authorization of the Agreement Officer, the recipient may attribute cost share contributions from subrecipients to the prime award.

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

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

g. Individual expenditures do not have to be shared or matched provided that the total expenditures incurred during the year (or funding period) are shared or matched in accordance with the agreed upon amount or percentage set forth in the schedule of the award.

h. If at the end of the funding period hereunder, the recipient has expended an amount of non-U.S. Government 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 funding for the following funding period, or, if this award has expired or been terminated, may require that the recipient refund the difference to USAID.

i. If the recipient fails to act in good faith to meet the cost sharing (matching) requirements set forth in paragraph a. above, the Agreement Officer may consider it sufficient reason to terminate this award for cause in accordance with the Standard Provision of this award entitled "Termination and Suspension".

j. The restrictions on the use of USAID funds set forth in the standard provisions of this award are applicable to expenditures incurred with USAID funds provided under this award. Except for the requirements of this standard provision, the restrictions set forth in the standard provisions of this grant are not applicable to costs incurred by the recipient from non-U.S. Government funds. The recipient will account for the USAID funds in accordance with the standard provision of this award entitled "Accounting, Audit, and Records"; however, in the event of disallowances of expenditures from USAID award funds, the recipient may substitute expenditures made with funds provided from non-U.S. Government sources, provided they are eligible in accordance with all the standard provisions of this award.

k. Notwithstanding paragraph b. of the standard provision of this award entitled "Refunds", the parties agree that in the event of any disallowance of

expenditures from USAID award funds provided hereunder, the recipient may substitute expenditures made with funds provided from non-Federal sources provided they are otherwise eligible in accordance with paragraph b. of this provision.

[END OF PROVISION]

21. PUBLIC NOTICES (JUNE 1993)

***APPLICABILITY**: This provision is applicable when the Agreement Officer's Technical Representative (AOTR) or Strategic Objective (SO) Team determines that the award is of public interest and requests that the provision be included in the award.*

PUBLIC NOTICES (JUNE 1993)

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 80 countries worldwide."

The recipient may call on USAID's Office of External Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the Agreement Officer's Technical Representative (AOTR) and to USAID's Office of Legislative and Public Affairs as far in advance of release as possible.

[END OF PROVISION]

22. PROGRAM INCOME (OCTOBER 1998)

APPLICABILITY: This provision is applicable when Program Income is earned under the award.

PROGRAM INCOME (OCTOBER 1998)

a. The recipient must apply the standards set forth in this provision to account for program income earned under the award.

b. Program Income earned during the project period must be retained by the recipient and, in accordance with USAID regulations, other implementing

guidance, or the terms and conditions of the award, must be used in one or more of the following ways:

(1) Added to funds committed by USAID and the recipient to the project or program, and used to further eligible project or program objectives.

(2) Used to finance the non-U.S. Government share of the project or program.

(3) Deducted from the total project or program allowable cost in determining the net allowable costs on which the U.S. Government (USG) share of costs is based.

c. When the agreement authorizes the disposition of program income as described in paragraph b.(1) or b.(2) of this section, program income in excess of any limits stipulated must be used in accordance with paragraph b.(3) of this section.

d. If the terms and conditions of the award do not specify how program income is to be used, paragraph b.(2) of this section must apply automatically; program income in excess of the cost share amount may be applied in accordance with paragraph b.(1). Recipients which are commercial organizations may not apply paragraph b.(1) of this section.

e. Unless the terms and conditions of the award provide otherwise, recipients must have no obligation to the USG regarding program income earned after the end of the project period.

f. Costs incident to the generation of program income may be deducted from gross income to determine program income; provided these costs have not been charged to the award and they comply with the applicable Cost Principles.

g. Unless the terms and conditions of the award provide otherwise, recipients will have no obligation to the USG with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C.18) apply to inventions made under an experimental, developmental, or research award.

[END OF PROVISION]

23. *(Reserved)*

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

APPICABILITY: This provision is applicable where performance of the award will take place in "Covered" Countries, as described in ADS 206.

PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

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

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

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

d. The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any USG review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.

e. The recipient must insert the following clause, or its substance, in its agreement with the Designated Subrecipient:

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

[END OF PROVISION]

25. INVESTMENT PROMOTION (NOVEMBER 2003)

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

INVESTMENT PROMOTION (NOVEMBER 2003)

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

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

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

[END OF PROVISION]

26. REPORTING OF FOREIGN TAXES (MARCH 2006)

APPLICABILITY: This provision is applicable to all USAID agreements that obligate or subobligate FY 2003 or later funds except for agreements funded with Operating Expense, Pub. L. 480 funds, or trust funds, or agreements where there will be no commodity transactions in a foreign country over the amount of $500.

REPORTING OF FOREIGN TAXES (MARCH 2006)

a. The recipient must annually submit a report by April 16 of the next year.

b. Contents of Report. The report must contain:

(i) Contractor/recipient name.

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

(iii) Agreement number(s).

(iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at $500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(v) Only foreign taxes assessed by the foreign government, in the country receiving U.S. assistance, is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(vi) Any reimbursements received by the recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.

(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 any foreign governmental entity.

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

d. Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or FM/CMP as appropriate (see b. above) [may include an "optional with a copy to"].

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

f. For further information see **www.usaid.gov/policy/ads/300/302mac.pdf**.

[END OF PROVISION]

27. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JANUARY 2002)

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

- *Development Assistance, including assistance for sub-Saharan Africa,*
- *Child Survival and Disease Programs Fund, and*
- *Micro and Small Enterprise Development Program Account.*

FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JANUARY 2002)

Funds in this agreement may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a Public International Organization (PIO), except as provided in "Guidance on Funding Foreign Government Delegations to International Conferences," or as approved by the Agreement Officer.

[END OF PROVISION]

28. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004)

APPLICABILITY: This provision must be included in any Request for Application (RFA) or Annual Program Statement (APS) that could lead to a grant or cooperative agreement for activities related to human trafficking funded from any year program resources.

ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004)

The USG is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote, support, or advocate the legalization or practice of prostitution. The preceding sentence must not be construed to preclude assistance designed to alleviate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked. Foreign organizations, whether prime or subrecipients, that receive USG funds to fight trafficking in persons cannot promote, support, or advocate the legalization or practice of prostitution when they are engaged in overseas activities. The preceding sentence does not apply to organizations that provide services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked.

[END OF PROVISION]

29. PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION - ASSISTANCE (JULY 2004)

APPLICABILITY: This provision must be included in any grant or cooperative agreement that uses funds made available for activities related to human trafficking funded from any year program resources.

PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION - ASSISTANCE (JULY 2004)

a. The USG is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote, support, or advocate the legalization or practice of prostitution. The preceding sentence must not be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

b. [This subsection b. only applies to foreign nongovernmental organizations and PIOs receiving USG funds to carry out programs that target victims of severe forms of trafficking as either prime awardees or subawardees.]

(1) For programs that target victims of severe forms of trafficking, as a condition of entering into this agreement or subagreement, the recipient/subrecipient agrees that in its activities outside of the United States and its possessions it does not promote, support, or advocate the legalization or practice of prostitution. The preceding sentence does not apply to organizations that provide services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked.

(2) The following definitions apply for purposes of this clause:
Foreign nongovernmental organization – The term “foreign nongovernmental organization” means an entity that is not organized under the laws of any State of the United States, the District of Columbia, or the Commonwealth of Puerto Rico.

Severe forms of trafficking in persons. -- The term ‘‘severe forms of trafficking in persons’’ means —

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

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

(C) The recipient must insert this provision in all subagreements under this award.

(D) This provision includes express terms and conditions of the agreement and any violation of it are grounds for unilateral termination, in whole or in part, of the agreement by USAID prior to the end of its term.

[END OF PROVISION]

30. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)

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

ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)

An organization that is otherwise eligible to receive funds under this agreement to prevent, treat, or monitor HIV/AIDS is not required to endorse or utilize a multisectoral approach to combating HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

[END OF PROVISION]

31. CONDOMS (JUNE 2005)

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

CONDOMS (JUNE 2005)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement must be medically accurate and must include the public health benefits and failure rates of such use and must be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms".

This fact sheet may be accessed at:
www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html

[END OF PROVISION]

32. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005)

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

PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005)

a. The USG is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. The preceding sentence must not be construed to preclude the provision to individuals of palliative care, treatment, or postexposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

b. Except as noted in the second sentence of this paragraph, as a condition of entering into this agreement or any subagreement, a nongovernmental organization or public international organization recipient/subrecipient must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization (WHO); the International AIDS Vaccine Initiative; and any United Nations agency.

c. The following definition applies for purposes of this provision:

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

d. The recipient must insert this provision, which is a standard provision, in all subagreements.

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

[END OF PROVISION]

33. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

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

USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other USG 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]

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

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

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

a. One of the objectives of the USAID Disability Policy is to engage other USG 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, or could 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 wallpapering, 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]

[END OF STANDARD PROVISIONS]

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