



USAID
FROM THE AMERICAN PEOPLE

Issuance Date: March 12, 2010

Closing Date: April 22, 2010

SUBJECT: USAID/LAC Cuba Program Request for Applications (RFA)
Delivery of Humanitarian Assistance to Political Prisoners and their Families
RFA number: USAID-WASHINGTON-GRO-LMA-10-00001

Dear Sir/Madam:

The United States Agency for International Development (USAID), represented by the Bureau of Latin America and the Caribbean USAID/LAC, is seeking applications for a Cooperative Agreement for funding a two-year program for the **Delivery of Humanitarian Assistance to Political Prisoners and Their Families**. The authority for this activity is found in the Foreign Assistance Act of 1961, as amended. The Recipient will be responsible for ensuring achievement of the program objectives. Please refer to the Program Description for a complete statement of goals and expected results.

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

Subject to the availability of funds, USAID intends to provide about \$1.5 million in total USAID funding to be allocated over the two-year period. USAID reserves the right to fund any or none of the applications submitted.

In recognition of the many changes in today's development assistance environment, and in the context of USAID's Global Development Alliance (GDA) framework, USAID/LAC encourages (but does not require) the formation of public-private alliances in the implementation of its programs. Official U.S. Government assistance now accounts for only a minority share of the flow of resources from the United States to developing countries. Foundations, private companies, non-governmental organizations (NGOs) and other entities have become increasingly active in financing development efforts in Latin America and elsewhere, and they are often looking for synergies with other similar programs. The U.S. Government believes this solicitation may offer such an opportunity. More information about USAID's Global Development Alliances can be found at www.usaid.gov/gda.

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

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

If you decide to submit an application, it should be received by the closing date and time indicated at the top of this cover letter. All applications must be submitted in electronic format through the grants.gov web site at <http://www.grants.gov/>.

Issuance of this RFA does not constitute an award commitment on the part of the U.S. Government, nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of an application. In addition, 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; should circumstances prevent award of a cooperative agreement, all preparation and submission costs are at the applicant's expense.

The method of distribution of USAID procurement information is via the Internet. This RFA and any future amendments can be downloaded from the grants.gov web site at <http://www.grants.gov/>. It is the responsibility of the recipient of the application document to ensure that it has been received from the internet in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes.

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

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

Any questions concerning this RFA should be submitted in writing to Paul Burford, Agreements Officer, at pburford@usaid.gov, with a copy to Georgia Fuller, Supervisory Acquisition and Agreements Officer, at gfuller@usaid.gov. All questions shall be submitted by Friday, March 26, 2010. If there are problems downloading the RFA from the INTERNET, please contact the USAID INTERNET Coordinator at (202) 712-4442. Applicants should retain for their records one copy of all enclosures which accompany their application.

Sincerely,

Georgia Fuller
Agreement Officer
M/OAA/GRO/LMA
USAID

Table of Contents Page

SECTION A – GRANT APPLICATION FORMAT.....4

SECTION B – PROGRAM DESCRIPTION.....10

SECTION C – EVALUATION CRITERIA.....14

**SECTION D – USAID CERTIFICATIONS, ASSURANCES, OTHER
STATEMENTS OF RECIPIENT, AND STANDARD
PROVISIONS.....16**

**SECTION E – SPECIAL PROVISIONS, LICENSING REQUIREMENTS
FOR CUBA.....26**

SECTION A - GRANT APPLICATION FORMAT

1. PREPARATION GUIDELINES

- a. All applications received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. Section C addresses the technical evaluation procedures for the applications. Applications shall be submitted in two separate parts: (a) technical and (b) cost or business application.
- b. The application shall be prepared according to the structural format set forth below. Applications must be submitted no later than the date and time indicated on the cover page of this RFA, to the location indicated in the cover letter accompanying this RFA. Applications which are received late or are incomplete run the risk of not being considered in the review process. Late applications will only be considered for award if the Agreement Officer determines it is in the U.S. Government's interest.
- c. Technical applications should be specific, complete and presented concisely. A lengthy application may not in and of itself constitute a well thought out application. Applications shall demonstrate the applicant's capabilities and expertise with respect to achieving the goals of this program. The applications should take into account the technical evaluation criteria found in Section C.
- d. Page Limitation and Unnecessarily Elaborate Applications: Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective application in response to this RFA are not desired and may be construed as an indication of the prospective recipient's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentational aids are neither necessary nor wanted.
- e. Explanations to Prospective Recipients: Any prospective applicant desiring an explanation or interpretation of this RFA must request it in writing to the Agreement Specialist at the email address set forth in the RFA cover letter. Oral explanations or instructions given before award of a Cooperative Agreement will not be binding. Any information given to a prospective applicant concerning this RFA will be furnished promptly to all other prospective applicants as an amendment to this RFA if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective applicants.
- f. Applicants should retain one copy of the application and all enclosures which accompany their application for their records.
- g. Preparation of Applications:
 1. Applicants are expected to review, understand, and comply with all aspects of this RFA. Failure to do so will be at the applicant's risk.
 2. Applicants which include data that they do not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purposes should:
 - a) Mark the title page with the following legend: "This application includes data that shall not be disclosed outside the U.S. Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this

application. If, however, a grant is awarded to this applicant as a result of - or in connection with - the submission of this data, the U.S. Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting grant. This restriction does not limit the U.S. Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in pages____."; and

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

2. TECHNICAL APPLICATION

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

- a) **Application Contents:** The technical application may contain the following sections: (a) Cover Page, (b) Table of Contents, (c) Executive Summary, (d) Program Description, (e) Illustrative Implementation Plan and First Year Annual Work Plan, (f) Monitoring and Evaluation Plan, and (g) Annexes (Curriculum Vitae/Resumés, Past Performance References, and Letters of Commitment from implementing partners, if any). The technical application **may not exceed 25 pages in length, Times New Roman 12 pt font**, exclusive of the three annexes (curriculum vitae/resumés, past performance references, and letters of commitment from any implementing partners).

3. INSTRUCTIONS

The Technical Approach specified in paragraph 1 below will be evaluated on the overall merit and feasibility of the program approach and strategies proposed to achieve the program's results. The Project Management, Institutional Capacity, and Staffing components of the Technical Plan should include the information specified in paragraphs 2-5 below.

1. **Technical Approach:** The technical application must set forth the conceptual approach and techniques for accomplishing the stated objectives. As specific implementation strategies and activities will be defined through an assessment to be completed after the award is made, the application should:
 - a. Explain the challenges in delivering material support to political prisoners, their families, and other victims of repression throughout the island that are demand-driven and, to the extent possible, do not duplicate on-going efforts;
 - b. Discuss the strategies and activities that have proven successful at achieving the delivery of material support in a closed society;
 - c. Explain how the proposed types of supplies was developed and how it will meet the needs of the targeted beneficiaries;

- d. Explain how confirmation of supplies provided through this program will be obtained from the final beneficiaries;
 - e. Discuss how local organizations can be used as a resource for longer term implementation of these types of activities both in the delivery of supplies and community awareness campaigns;
 - f. Explain how to maximize the total amount spent under this award on the island;
 - g. Provide an Implementation Plan;
 - h. Include a draft Monitoring and Evaluation (M&E) Plan that tracks performance against indicators for the expected results.
2. **Management Plan/Key Personnel:** Specify the composition and organization structure of the entire implementation team (including home office support) and describe each staff member's role, technical expertise, and estimated amount of time each will devote to the project. Indicate the name and provide curriculum vitae for the Chief of Party (COP) plus two additional staff members to be considered as key personnel. Proposed personnel not yet identified may be shown as "TBD" (to be determined).
3. **Organizational Capability:** Applicants must offer evidence of their technical resources and organizational expertise in addressing relevant problems and issues. Care should be taken to establish the relevance of past experience to this program and the basis for reliance upon that experience as an indicator of success on this program. Information in this section should include (but is not limited to) the following:
- a. Brief description of organizational history/expertise;
 - b. Pertinent work experience and representative accomplishments in developing and implementing programs of the type required under the proposed RFA;
 - c. Evidence of a successful record of implementing projects in closed countries, if applicable;
 - d. Relevant experience with proposed approaches;
 - e. Institutional strength as represented by the breadth and depth of experienced personnel in projects in relevant disciplines/areas;
 - f. Sub-recipient capabilities and expertise, if applicable;
 - g. Proposed field management structure and financial controls; and
 - h. Home-office backstopping and its purposes.
4. **Past Performance:** Applications must include a complete list of all U.S. Governmental and/or privately funded contracts, grants, cooperative agreements, etc. involving similar or related programs received by your organization during the three years before the application. Include the following for each award listed:
- a. Name of awarding organization or agency;
 - b. Address of awarding organization or agency;
 - c. Place of performance of services or program;
 - d. Award number;
 - e. Amount of award;
 - f. Term of award (begin and end dates of services/program);

- g. Name, current telephone number, current fax number, and email address (if one is available) of a responsible technical representative of that organization or agency; and
- h. Brief description of the program.

4. COST APPLICATION FORMAT

- a. The Cost or Business Application is to be submitted under separate cover from the technical application. Certain documents are required to be submitted by an applicant in order for an Agreements Officer to make a determination of responsibility. However, it is USAID policy not to burden applicants with undue reporting requirements if that information is readily available through other sources.
- b. The following sections describe the documentation that applicants for Assistance award must submit to USAID prior to award. While there is no page limit for this portion, applicants are encouraged to be as concise as possible, but still provide the necessary detail to address the following:

A. Include a budget with an accompanying budget narrative which provides in detail the total costs for implementation of the program your organization is proposing. The budget must be submitted using the attached Standard Form 424 and 424A, which can be downloaded from the USAID web site http://www.usaid.gov/procurement_bus_opp/procurement/forms/SF-424/;

- the breakdown of all costs associated with the program according to costs of, if applicable, headquarters, regional and/or country offices;
- the breakdown of all costs according to each partner organization (or sub-awardee) involved in the program;
- the costs associated with external, expatriate technical assistance and those associated with local in-country technical assistance;
- the breakdown of the financial and in-kind contributions of all organizations involved in implementing this Cooperative Agreement;
- Your procurement plan for commodities (note that contraceptives and other health commodities will not be provided under this Cooperative Agreement).

B. A current Negotiated Indirect Cost Rate Agreement;

C. Required certifications and representations (as attached):

D. Applicants who do not currently have a Negotiated Indirect Cost Rate Agreement (NICRA) from USAID or another agency of the US Federal government shall also submit the following information:

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

E. Applicants should submit any additional evidence of responsibility deemed necessary for the Assistance Officer to make a determination of responsibility. The information submitted should

substantiate that the Applicant:

1. Has an adequate financial resource, or the ability to obtain such resources as required during the performance of the award.
2. Has the ability to comply with the award conditions, taking into account all existing and currently prospective commitments of the applicant, nongovernmental and governmental.
3. Has a satisfactory record of performance. Past relevant unsatisfactory performance is ordinarily sufficient to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance.
4. Has a satisfactory record of integrity and business ethics; and
5. Is otherwise qualified and eligible to receive a grant under applicable laws and regulations (e.g., EEO).

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

G. Certificate of Compliance: Please submit a copy of your Certificate of Compliance if your organization's systems have been certified by the USAID/Washington's Acquisition & Assistance Office.

5. COOPERATIVE AGREEMENT AWARD

1. The Government will award only one cooperative agreement resulting from this RFA to the responsible applicant whose application conforming to this RFA offers the greatest value (see section B). The Government may (a) reject any or all applications, or (b) accept other than the lowest cost application.
2. The Government may award a cooperative agreement on the basis of initial applications received, without discussion. Therefore, each initial application should contain the applicant's best terms from a cost and technical standpoint. As part of its evaluation process, however, USAID may elect to discuss technical, cost or other pre-award issues with one or more applicants. Alternatively, USAID may proceed with awardee selection based on its evaluation of initial applications received and/or commence negotiations solely with one applicant.
3. A written award mailed or otherwise furnished to the successful applicant(s) within the time for acceptance specified either in the application(s) or in this RFA (whichever is later) shall result in a binding cooperative agreement without further action by either party. Before the application's specified expiration time, if any, the Government may accept an application, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations or discussions conducted after receipt of an application do not constitute a rejection or counteroffer by the Government.
4. Neither financial data submitted with an application nor representations concerning facilities or financing, will form a part of the resulting cooperative agreement unless explicitly stated otherwise in the agreement.
5. To be eligible for award of a cooperative agreement, in addition to other conditions of this RFA, organizations must have a politically neutral humanitarian mandate, a commitment to non-discrimination with respect to beneficiaries and adherence to equal opportunity employment

practices. Non-discrimination includes equal treatment without regard to race, religion, ethnicity, gender, and political affiliation.

6. Applicants are reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/sub-awards issued under this contract/agreement.
7. Foreign Government Delegations to International Conferences - Funds in this prospective agreement may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS 303 Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<http://www.info.usaid.gov/pubs/ads/300/refindx3.htm>] or as approved by the Agreement Officer.
8. USAID Disability Policy - Assistance (December 2004)
 - a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: <http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.
 - b. USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

6. AUTHORITY TO OBLIGATE THE GOVERNMENT

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

SECTION B - PROGRAM DESCRIPTION

BACKGROUND

Fifty years after the revolution, Cuba remains one of the most politically repressed countries in the world. Current Cuban law and practice prevent the right to assemble without the permission of the state, criminalize dissemination of information contrary to the official line, and institutes a state monopoly over mass media. It is estimated that the regime currently holds more than 200 political prisoners. Cuba is the only non-democratically elected government in the Western Hemisphere.

USAID responds to these conditions by providing on-going support to political prisoners and their families. Oftentimes family members are denied the right to earn a livelihood given their relationship to the political prisoner. In Fiscal Year 2009 alone, USAID partners provided over 600,000 pounds of humanitarian assistance to these targeted groups throughout the island. The assistance provided to date is typically comprised of a range of items, including nutritional food items, vitamins, over-the-counter medicines, and toiletries. The assistance provides an invaluable lifeline to the targeted beneficiaries, thus helping to ensure improved health and well-being.

U.S. support to Cuba is subject to restrictions outlined in authorizing legislation Section 1705 of the Cuban Democracy Act (1992) which authorizes the provision of certain assistance notwithstanding any other provision of law. This provision authorizes donations of food to non-governmental organizations (NGOs) or individuals in Cuba, exports of medicines and medical supplies, and assistance through appropriate NGOs for the support of individuals and organizations to promote nonviolent democratic change in Cuba.

Section 109(a) of the LIBERTAD Act (1996) authorizes the President to furnish assistance and provide other support for individuals and independent NGOs, notwithstanding any other provision of law, to support democracy-building efforts for Cuba. In implementing this section, the President is obligated to take all necessary steps to ensure that no funds or other assistance is provided to the Cuban government.

LINKAGE TO USAID'S PRIORITIES

The USG has supported a non-presence democracy program for Cuba since 1996. The primary goal of U.S. foreign policy towards Cuba is to promote a free and democratic society in which the government respects the human rights of its citizens. U.S foreign assistance empowers those in Cuba who are working towards positive change to advocate for fundamental freedoms and free market-oriented solutions to meet the needs of Cuban citizens. The USAID's Cuba Program falls under the Governing Justly and Democratically objective in the foreign assistance framework. In addition to providing humanitarian assistance to prisoners and their families to meet their basic needs for nutrients and medicine, USAID programs:

- Increase Cubans' awareness of human rights and fundamental freedoms through training and discussion groups;
- Strengthen civil society networks and social capital through capacity building and material support to local organizations;
- Support efforts by Cuban organizations to promote democratic reforms, including to increase the participation of Cuban citizens in non-violent civic action movements;

- Increase the free flow of uncensored information to, from, and within the island through the provision of informational materials and internet access, as well as building the capacity of Cuban independent media; and
- Increase grassroots participation in community development by providing information about free markets and building the capacity of communities to identify and respond to local challenges.

RELATIONSHIP TO OTHER ACTIVITIES

Through various activities implemented by USAID/LAC and the Office of Transition Initiatives (OTI) as well as the State Department's Bureau of Democracy, Human Rights, and Labor (DRL), the USG provides on-going support to targeted beneficiaries throughout the island. This activity will support and complement these on-going initiatives. USAID/LAC coordinates closely with these offices and is in frequent communication with the US Interest Section, both soliciting and sharing information, during its programmatic analysis and subsequent design of this activity.

PROGRAM COMPONENTS

Component 1: Provide Humanitarian Support to Political Prisoners and their Families

Creative and innovative approaches are being requested in the design and delivery of humanitarian assistance activities to political prisoners and their families. Applicants should outline how the beneficiaries will be selected and prioritized, and proposals should clearly explain how and where supplies will be procured and delivered throughout the island. Applicants should also describe the types of supplies that are the most appropriate and the rationale, with the understanding that the materials delivered are those that are most in demand by the beneficiaries throughout the island. Note that items that have passed their expiration date are not acceptable in the implementation of this program. Applicants should outline how they will maximize the amount of materials to be distributed while maintaining high quality. Local procurement, to the extent possible, is highly encouraged. Assuming appropriate disbursement and monitoring mechanisms are established, the use of cash grants is a possible option for delivering assistance to meet the needs of targeted beneficiaries, subject to the approval of the Agreements Officer. Applicants should also clearly describe the methods to distribute the supplies, as well as a process that will provide confirmation of final receipt to the targeted beneficiaries. Applicants should also demonstrate how relationships will be built with the beneficiaries, and how the proposed program will coordinate with other programs to prevent duplication and ensure complementarities with other USAID programs.

Given that the economic conditions are more difficult outside of Havana, applicants are encouraged to focus on the provision of supplies to outlying provinces and provide details as to how supplies will be distributed among the provinces.

Expected Results:

- On-going supplies that are most desired by beneficiaries provided on a regular basis
- Confirmation of the delivery of supplies are provided
- Networks and systems strengthened to ensure regular deliveries outside Havana in order to minimize costs and maximize the amount of goods delivered to beneficiaries

Component 2: Support Local Civil Society Groups to Implement Similar Activities While Raising Awareness amongst their Communities about the Plight of Political Prisoners

A USAID partner recently worked with a local civil society organization to start a new campaign to improve the conditions of political prisoners by sending food, books, and letters that were contributed locally to the prisoners. This initiative helped to promote awareness of their circumstances within the local community. To the maximum extent possible, independent Cuban civil society groups will be involved in the implementation of this initiative. It is expected that this program will provide on-going mentoring and coaching so that these groups can eventually assume these initiatives. Proposals should outline how the proposed program will recruit further support and action among the Cuban public towards these goals.

Expected Results:

- Greater capacity amongst civil society organizations to deliver humanitarian assistance to beneficiaries in their communities
- Increased awareness of the plight of prisoners of conscience and other victims of repression within targeted communities

SPECIAL CONSIDERATIONS

Partnerships

This project should aim at forming partnerships and seek to engage the private sector, other donors, international organizations, and civil society institutions, in order to provide comprehensive approaches to deliver humanitarian assistance and also to leverage additional funds to enhance proposed project results, promote sustainability of these activities, and provoke a broader impact.

COST SHARING

Cost-sharing is encouraged but not required.

GLOBAL DEVELOPMENT ALLIANCES

Proposals including GDAs are encouraged *but not required*.

SUBSTANTIAL INVOLVEMENT

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

- a. Approval of Recipient work plan, monitoring and evaluation plans within 30 days after award and involvement in monitoring progress towards the achievement of program objectives during the course of the Cooperative Agreement.
- b. Approval of specified key personnel

- c. Agreement Officer Approval for the subaward, transfer or contracting out of any work under an award of all subaward not named in the proposal.

SECTION C - EVALUATION CRITERIA

A. OVERVIEW

USAID plans to award a cooperative agreement to the applicant selected in response to this RFA. Shortly after the submission deadline, USAID will review the applications following the criteria explained in this section.

The criteria presented below have been tailored to the requirements of this particular solicitation. 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 evaluation criteria.

The technical applications will be evaluated in accordance with the Technical Evaluation Criteria set forth below. Thereafter, the cost application of all applicants submitting a technically acceptable application will be opened and costs will be evaluated for general reasonableness, allowability, and allocability. An award will be made to the responsible applicant whose applications offer the greatest value, cost and other factors considered.

- 1. Technical Approach (35 points):** The Applicant should present a technical approach that provides clear conceptual and strategic elements for the accomplishment of the stated objectives. Under the technical evaluation criterion USAID will be looking for the following:
 - a. The technical application should demonstrate in-depth knowledge and understanding of the challenges in selecting, prioritizing, and delivering humanitarian assistance throughout the island. The technical application should outline how the support will be delivered and the mechanisms/methods that will be employed to verify that the support was delivered to the targeted audience.
 - b. The proposal should outline a realistic approach to incorporating local civil society organizations and networks so that they can eventually assume at least a portion of these responsibilities.
 - c. The proposal should include a Monitoring and Evaluation plan that puts forward a hierarchy of indicators and milestones for the expected results that will demonstrate broad outreach while incorporating local resources.

- 2. Management Plan/Key Personnel (25 points):**
 - a. The Management Plan should propose a staffing structure and division of responsibilities that will provide the necessary expertise to achieve the objectives of the program in cost-effective and timely ways.
 - b. The Chief of Party (COP) should ideally have at least 10 years experience managing and implementing similar programs. S/he should have demonstrated professional excellence, proven leadership, management, as well as strong cross-cultural and inter-personal skills. The individual must be highly motivated.
 - c. Applicants should provide the names and curriculum vitae for the two additional key personnel to be assigned to this program. The other two key personnel should have at

least five years experience in implementing similar activities. Expertise in monitoring and evaluation and developing the capacity of local community action groups and/or civil society organizations is required.

3. Organizational Capability (25 points):

- a. Demonstrated ability of Applicant to (1) provide and support key personnel, (2) mount effective and efficient field operations, and (3) quickly initiate and maintain quality programs and activities.
 - b. Capacity of Applicant to design and manage activities of multiple sub-grant programs (if relevant). Charts should be included that clearly show what funds sub-partners may receive from other donors during the proposed time period and what the each donor's funds finance. Language should also be included that demonstrates how the partner will coordinate sub-partner donor meetings with USAID to ensure transparency and the most effective use of USG resources.
- 4. Past Performance (15 points):** The applicant demonstrates relevant past experience and results from implementing similar or related types of programs in other countries.

B. TECHNICAL EVALUATION CRITERIA = 100 points

C. COST EVALUATION CRITERIA

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

SECTION D – REQUIRED CERTIFICATIONS AND REPRESENTATIONS

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

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

PART I - CERTIFICATIONS AND ASSURANCES

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

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

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

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

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

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

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

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

(b) If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of

the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

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

2. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

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

4. CERTIFICATION REGARDING TERRORIST FINANCING IMPLEMENTING EXECUTIVE ORDER 13224

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

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

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

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

b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online

at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

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

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

3. For purposes of this Certification-

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

b. "Terrorist act" means-

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

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

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

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

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

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

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

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 _____

PART II - KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

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

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

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

Signature: _____

Date: _____

Name: _____

Title/Position: _____

Organization: _____

Address: _____

Date of Birth: _____

NOTICE:

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

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

PART III - PARTICIPANT CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

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

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

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

c. I am not or have not been a knowing assister, 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 VI - OTHER STATEMENTS OF RECIPIENT

1. AUTHORIZED INDIVIDUALS

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

Name	Title	Telephone No.	Facsimile No.

2. TAXPAYER IDENTIFICATION NUMBER (TIN)

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

TIN: _____

3. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

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

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

- (1) Recipient's name.

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

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

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

DUNS: _____

4. LETTER OF CREDIT (LOC) NUMBER

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

LOC: _____

5. PROCUREMENT INFORMATION

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

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

\$_____

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

TYPE/DESCRIPTION(Generic)	QUANTITY	ESTIMATED UNIT COST
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(d) Source, Origin, and Componentry of Goods. If the recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, and/or does not contain at least 50% componentry, which are not at least 50% U.S. source and origin, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source and/or origin, to include the probable source and/or origin of the components if less than 50% U.S. components will be contained in the commodity. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Any commodity whose source is a non-Free World country is ineligible for USAID financing. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items do not constitute production of a commodity. Any commodity whose origin is a non-Free World country is ineligible for USAID financing. "Components" are the goods, which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

TYPE/DESCRIPTION	QUANTITY	ESTIMATED	GOODS	PROBABLE	GOODS
PROBABLE					
(Generic)	UNIT COST	COMPONENTS	SOURCE	COMPONENTS	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 donate the property to a host country institution, or otherwise dispose of the property as instructed by USAID.

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

6. PAST PERFORMANCE REFERENCES

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

7. TYPE OF ORGANIZATION

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

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

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

8. ESTIMATED COSTS OF COMMUNICATIONS PRODUCTS

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

SECTION E - SPECIAL PROVISIONS, LICENSING REQUIREMENTS FOR CUBA

1. LICENSING REQUIREMENTS FOR CUBA

(a) The Cuban Democracy Act and the Libertad Act, under which the activities financed under this Cooperative Agreement are authorized, provide authority to carry out activities through individuals and nongovernmental organizations to promote a peaceful transition to democracy in Cuba. The Treasury and Commerce Departments regulate trade and traffic in Cuba. The Treasury Department maintains and enforces licensing requirements for travel to Cuba, expenditures of funds on the Island and remittances of cash in Cuba. The Commerce Department maintains and enforces licensing requirements of all U.S.-origin goods to Cuba.

(b) The Department of Treasury has provided USAID with a general license to cover USAID recipients/grantees traveling to Cuba under this program and expenses they may incur while carrying out grant activities on the Island. The US Treasury Department has issued USAID License No. C-18212 and Amendment No. C-18212-A (attached thereto), authorizing the Agency to carry out the full range of activities under this Agreement. USAID recipients/grantees must comply with the term of this license and Department of Treasury, Office of Foreign Assets Control, rules and procedures.

(c) The Department of Commerce has **not** provided USAID a blanket license. Therefore, all USAID grantees/recipients intending to provide any kind of equipment and supplies to recipients in Cuba must apply in advance to the Commerce Department's Bureau of Export Administration and obtain a license prior to providing the equipment or supplies. The address of the pertinent office in the Department of Commerce which grants licenses for transactions concerning Cuba is: Office of Exporter Services, P.O. Box 273, Bureau of Export Administration, Department of Commerce, Washington, D.C. 20230, Tel:(202) 482-4811, Fax:(202) 482-3617.

(d) If the Recipient contemplates sending private (non-Federal) funds to Cuba to further the objectives of this Agreement and such funds would constitute the Recipient's "counterpart funds" under the Agreement, the Treasury Department's License No. C-18212-A Section 1(b) should permit the Recipient to send such funds to Cuba to carry out activities authorized under the Cuban Democracy Act. However, it is recommended that all Recipients intending to introduce funds into Cuba seek confirmation from Treasury (Office of Foreign Assets Control) that the use of private Recipient funds is covered by the existing license.

(e) If the non-Federal funds are covered by an appropriate license and such use of counterpart funds is contemplated under the scope of the Agreement, cash contributions would count toward any cost-sharing requirements that the Recipient may have, assuming that the other cost-sharing criteria found in 22 CFR 226.23(a) have been met.

2. CUBAN DEMOCRACY ACT and LIBERTAD ACT

(a) This Cooperative Agreement is made pursuant to the authorities of the Cuban Democracy Act, 22 U.S.C. 6001 et. Seq., Sec. 6004, ("CDA") and the Cuban Liberty and Democratic Solidarity (Libertad) Act of 1996, 22 U.S.C. Sec. 6021 et. Seq., Sec.6039,("Libertad Act"). Activities authorized and financed under this Cooperative Agreement are governed and limited by the terms of the CDA and the Libertad Act.

(b) The CDA and the Libertad Act authorize assistance through nongovernmental organizations to support individuals and independent nongovernmental organizations to promote peaceful, nonviolent democratic change in Cuba through various types of democracy-building efforts for Cuba. The Recipient agrees that funds made available under this Cooperative Agreement will only be utilized for peaceful, nonviolent activities, in accordance with the CDA and the Libertad Act.

(c) No funds or assistance under this Cooperative Agreement may be provided to the Cuban Government, as stated in the Libertad Act. The Libertad Act, 22 U.S.C. Sec. 6023(1) and (5), defines “Cuban Government” as including the government of any political subdivision of Cuba, and also any “agency or instrumentality” of the Government of Cuba, as these terms are further defined in 28 U.S.C. Sec. 1603(b). Section 1603(b) states that an organization which is either a) an “organ of a foreign state or political subdivision thereof” (here an organ of the Cuban Government), or b) “a majority of whose shares or other ownership interest is owned by a foreign state or political subdivision thereof” is an “agency or instrumentality of a foreign state,” thus ineligible for funding under this Cooperative Agreement. Employees of the Government of Cuba, as defined above, are also ineligible for assistance under this Cooperative Agreement while working in their official capacities. However, such persons, while not working in their official capacities as employees of the Cuban Government, are considered as individuals and are eligible for assistance. Furthermore, merely providing information on transitions to democracy, human rights, and market economies to individuals who are Cuban Government employees is not considered assistance to the Cuban Government, because the information is offered to these persons as individuals, and does not benefit the current Government of Cuba.

(d) Conference Report to the Libertad Act, H.R. 104-468, page 50, clarifies that “incidental payments or indirect benefits to commercial or regulatory entities of the Cuban Government, e.g., payments for hotels, car rental travel or transportation to or within the island, purchases of other goods or services in the local economy, customs fees, migration fees, or other comparable government charges” are not considered to be assistance to the Cuban Government which is prohibited by the Libertad Act. Other than these types of payments, no USAID funds may be used for cash assistance or procurement on the island unless prior permission is granted by the Agreement Officer.

(e) The Recipient shall take all reasonable steps necessary to ensure that the above special provisions (a)-(d) are followed. Violation of special provision No.(b) above is grounds for termination of this Cooperative Agreement for cause and disallowance of costs incurred. Violation of special provision No.(c) may lead to disallowance of costs incurred.

(f) However, no USAID funding made available under this grant or cooperative agreement will be used for cash assistance to individuals or groups residing in Cuba unless approved by the Agreement Officer.

(g) Due to the political sensitivity of the USAID Cuba Program, USAID does not require any attribution to USAID or to the U.S. Government in any materials that will be distributed on the island.

(h) Given the nature of the Cuban regime and the political sensitivity of the USAID Program, USAID cannot be held responsible for any injury or inconvenience suffered by individuals traveling to the island under USAID grant funding.

3. RESTRICTIONS ON PHARMACEUTICALS

The definition of “Pharmaceutical” in the USAID ADS Glossary reads as follows:

“Any substance intended for use in the diagnosis, cure, mitigation, treatment or prevention of diseases in humans or animals; any substances (other than food) intended to affect the structure or any function of the body of humans or animals; and, any substance intended for use as a component in the above. The term includes drugs, vitamins, oral rehydration salts, biologicals, and some in-vitro diagnostic reagents/test kits; but does not include devices or their components, parts, or accessories. (Chapter 312)”

This definition includes over-the-counter items, such as aspirin and even iodine. The Recipient must comply with the requirements that pharmaceuticals be U.S. produced and FDA approved and obtain prior approval from USAID in accordance with ADS 312.5.3c and Standard Provision C.9. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES subsection (a)(3).

4. COMPLIANCE WITH U.S. LAWS AND REGULATIONS

All USAID Cuba Program grantees are reminded that they are expected to comply with all terms of their grant agreements as well as with all U.S. laws and USG regulations. This includes but is not limited to the following:

(a) Grantees must observe U.S. laws that protect copyrights and other intellectual property. Without advance written permission from holders of copyrights, grantees may not copy books, videos, audio cassettes, CDs, computer software and other informational materials for dissemination in the U.S. or elsewhere, or for distribution inside Cuba.

(b) Because of the First Amendment to the Constitution, grantees may not use USG funds to purchase, copy, mail, or distribute religious or anti-religious materials.

(c) Grantees may not send any equipment to Cuba without a valid Commerce Department license approving the distribution of that equipment, no matter who requests the equipment or how it is sent.

5. NON-FEDERAL AUDITS

In accordance with 22 CFR 226.26, the Recipient and its sub-recipients are subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and OMB Circular A–133. The Recipient and its sub-recipients must use an independent, non-Federal auditor or audit organization which meets the general standards specified in generally accepted government auditing standards (GAGAS) to fulfill these requirements.

6. FINANCIAL REVIEWS AND AUDITS

Under the USAID/Cuba program additional financial reviews and audits may be required.