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Subject: Request for Applications (RFA) Number: RFA-520-12-000007
RFA Title: Climate, Nature and Communities in Guatemala

Dear Applicants:

The United States Agency for International Development (USAID) Guatemala is seeking applications from organizations to implement the Climate, Nature and Communities Program for a five-year period, subject to the availability of funds as described in the following Request for Applications. The authority for the RFA is found in the Foreign Assistance Act of 1961, as amended. Please refer to the Program Description for a complete statement of goals and expected results.

While for-profit firms may participate, pursuant to 22 CFR 226.81, it is USAID policy not to award profit under assistance instruments such as cooperative agreements. However, all reasonable, allocable, and allowable expenses, both direct and indirect, which are related to the grant 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 agreement when awarded.

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

Subject to the availability of funds, Subject to the availability of funds, USAID intends to provide up an amount ranging from \$25,000,000 to \$30,000,000 in total USAID funding to be allocated over the five year period. USAID reserves the right to fund any or none of the applications submitted.

Award will be made to that responsible applicant(s) whose application(s) best meets the requirements of this RFA and the selection criteria contained herein. Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of an application.

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

This RFA is being issued and consists of this cover letter and the following:

1. Section I, Funding Opportunity Description
2. Section II, Award Information
3. Section III, Eligibility Information
4. Section IV, Application and Submission Information
5. Section V, Application Review Information
6. Section VI, Award and Administration Information
7. Section VII, Agency Contacts
8. Section VIII, Other Information

Any clarification questions concerning this RFA should be submitted in writing via email at cncg@usaid.gov by the date listed above. If it is determined that the answer to any question(s) is of sufficient importance to warrant notification to all prospective recipients, a Questions and Answer document, and/or if needed, an amendment to the RFA, will be issued. Therefore, questions should be submitted no later than this date.

If there are problems in downloading the RFA from the Internet, please contact the Grants.gov help desk at 1.800.518.4726 or support@grants.gov for technical assistance.

For the purposes of this RFA, the term "Grant" is synonymous with "Cooperative Agreement"; "Grantee" is synonymous with "Recipient"; and "Grant Officer" is synonymous with "Agreement Officer".

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

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

Sincerely,

Luis A. Rivera
Regional Agreement Officer

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SECTION I – FUNDING OPPORTUNITY DESCRIPTION

This is the funding opportunity description for a cooperative agreement to be awarded by USAID/Guatemala. The program description and the Request for Application (RFA) of which it forms a part, provide the basis for applicants to consider creating partnerships, alliances or a consortium with local organizations to implement the activities of the Climate, Nature and Communities in Guatemala (CNCG) program and obtain the desired results. This is a program that will comprehensively address the key issues of biodiversity and forest conservation and sustainable management, both of which are important to address climate change in general and more specifically mitigation, as well as adaptation and connections with food security. Additional components may also include environmental certifications and commercialization for income generation.

I.1) PROGRAM DESCRIPTION

I. INTRODUCTION

According to the World Resources 2010-2011 Report: Decision Making in a Changing Climate¹, “around the world, there is a growing recognition that, no matter what steps may be taken to control greenhouse gas (GHG) emissions, we need action to prepare for the likely impacts of greater climate variability and climate change. Governments increasingly realize that they need to make hard policy choices today about a world they may face in 20, 30, or 40 years from now—choices that take into account the scale, pace, and complexity of the risks presented by a changing climate.”

The negative effects of climate change, such as increased frequency, duration and intensity of extreme weather events, are considered to be the most serious challenge to the global environment. USAID—as part of the broader U.S. Presidential Global Climate Change Initiative (GCCII)—is addressing this challenge in ways that recognize both its severity and the opportunities low emission economic growth present to spur innovation and encourage investments that will have long-lasting environmental and development benefits.

USAID’s work on climate change fits into a larger domestic and international policy context and is guided by U.S. Government (USG) policy as developed in the President’s Global Development Policy, the Quadrennial Diplomacy and Development Review, USAID Forward, the US Reducing Emissions from Deforestation and Forest Degradation (REDD+) Strategy and the GCCII. Additionally, USAID’s Policy Framework 2011-2015 defines the following as one of seven Core Development Objectives for the Agency: Reduce Climate Change Impacts and Promote Low Emissions Growth.

The international framework stems from the UN Framework Convention on Climate Change (UNFCCC). At the 17th UNFCCC Conference of the Parties (COP) in 2011, the international community came together to produce the “Durban Outcome,” a package of decisions that speak to both the near and long-term global efforts to combat climate change under the UNFCCC, and help to operationalize the principles set forth in the 2009 Copenhagen Accord and 2010 Cancun agreements. At COP 15 in Copenhagen, the USG joined developed country partners to make

¹ World Resources Institute (WRI) in collaboration with United Nations Development Programme, United Nations Environment Programme, and World Bank. 2011. World Resources 2010–2011: Decision Making in a Changing Climate—Adaptation Challenges and Choices. Washington, DC: WRI.

significant Fast Start Financing commitments.

Fast Start Financing refers to the collective commitment by developed countries to provide resources to developing countries, totaling approximately \$30 billion in the period 2010-2012. Fast Start Financing includes Congressionally appropriated climate finance for GCCI programmed by USAID, the U.S. Department of State (DOS), and the U.S. Department of Treasury, additional grant-based assistance that contributes measurable results (“co-benefits”) to climate change objectives, and programs carried out by other U.S. federal agencies and federal development finance and export credit entities. The GCCI prioritizes support for three “pillars” of climate change action: clean energy, sustainable landscapes, and adaptation.

In January 2012, USAID launched its 2012-2015 Global Climate Change and Development Strategy. The goal of this Strategy is to *enable countries to accelerate their transition to climate resilient low emission sustainable economic development*. In keeping with USAID Forward, USAID is striving to build countries’ own capacities, institutions, and governance systems to address climate change and development themselves.

The recently launched USAID Climate Change and Development Strategy lays out the following strategic objectives (SOs):

- SO 1.** Accelerate the transition to low emission development through investments in clean energy and sustainable landscapes;
- SO 2.** Increase resilience of people, places, and livelihoods through investments in adaptation; and
- SO 3.** Strengthen development outcomes by integrating climate change in Agency programming, learning, policy dialogues and operations.

These three strategic objectives can be divided into two discrete, complementary approaches: 1) dedicated climate change programming that tackles the unique risks and opportunities presented by climate change; and, 2) integration of climate change within other core development programs. The first approach— dedicated programming—captures both SO1 and SO2, mitigation and adaptation. Mitigation consists of activities that reduce GHG emissions, while adaptation activities build resilience to the unavoidable impacts of climate change. The second approach—integration— captures SO3, and thus builds climate resilience and lower-emission approaches into USAID’s entire development portfolio.²

² USAID has defined clear criteria by which it programs its dedicated climate change funds:

Clean Energy Criteria: USAID prioritizes work with a mix of the existing major emitters, countries projected to significantly increase GHG emissions under business-as-usual scenarios, and partners most able and ready to demonstrate leadership in clean energy development.

Sustainable Landscapes Criteria: USAID prioritizes work with partner countries with globally important forest landscapes; high demonstration potential (e.g. early movers able to demonstrate credible results-based payments for carbon storage under Reducing Emissions from Deforestation and Degradation (REDD+) programs); commitments to developing monitoring, reporting, and verification systems, and enabling policy structures such as land and resource tenure.

Adaptation Criteria: USAID prioritizes work with vulnerable countries, both in terms of exposure to physical impacts of climate change and socio-economic sensitivity to those impacts. These include the likelihood of

Additionally, USAID is leading the USG's Enhancing Capacity for Low Emission Development Strategies (EC-LEDS) program, in partnership with DOS, to integrate economic growth with plans for GHG emissions reductions in 20 partner countries, of which Guatemala is one. (See the following website for more information about EC-LEDS http://www.usaid.gov/our_work/environment/climate/docs/ECLLED_factsheet_17oct2011.pdf)

Actions that increase climate resilience can build on USAID's work in climate related fields. For example, USAID's experience and many years of leadership in biodiversity conservation, natural resources management and environmental governance provides a solid foundation for climate-sensitive approaches to land use planning and sustainable use of natural resources such as forests and water.

CNCG is an integral component of the new USAID/Guatemala five-year (2012-2016) Country Development Cooperation Strategy (CDCS) that is focused on improved sustainable management and conservation of natural resources to mitigate impacts of Global Climate Change, with cross-sector linkages among projects in economic growth, democracy and governance, education, health/family planning/nutrition and the P.L. 480 Title II food security program. Also, this new CNCG program will receive funding from the Sustainable Landscapes and Adaptation pillars of the GCCI as well as the Biodiversity earmark. While USAID/Guatemala did not receive funds from the Clean Energy pillar, the use of renewable energy technologies and energy efficient end-use technologies is still important for Guatemala as a country and will be addressed at the USAID regional level.

II. BACKGROUND

Climate Change and Natural Resources situation in Guatemala

Guatemala is one of the most ecologically diverse nations on the planet, with 14 different eco-regions. These regions include mountainous volcanic terrain, coastal lowlands and rainforests form micro-climates, in which astounding numbers of diverse species have originated and continue to exist. As of 2011, the Guatemalan System of Protected Areas (SIGAP) covered approximately 31.99% of national terrestrial territory, including 12 of the 14 eco-regions. Guatemala was recognized as a megadiverse country, due to its richness in biological and cultural diversity, during the 10th meeting of the COP to the Convention of Biological Diversity celebrated in 2010 in Nagoya, Japan. Guatemala is now also part of the Group of Like-Minded Megadiverse countries of the world, which is formed by 19 countries that hold 70% of global biodiversity and about the 50% of the world's population.

With nearly 0.5 million forested hectares under Forestry Stewardship Council (FSC) certification, Guatemala has the largest forested area in Mesoamerica. This, combined with forests in Southern Mexico, forms part of the second largest contiguous forest in the Americas after the Amazon. Most of the certified forest area is concentrated in the Mayan Biosphere Reserve (MBR) in the Petén, an area of high biodiversity. The protected areas of Guatemala represent one of the fundamental bases of Guatemalan society because of the multiple benefits they

significant physical changes, dependence of population on climate-sensitive sectors, percentage of population in high-risk areas, and the ability of a country's economy to respond to climate changes.

generate. Apart from their intrinsic beauty and importance to scientific inquiry, these natural resources represent potential for significant income to Guatemala through sustainable forestry, carbon sequestration, sustainable tourism, and other ecosystem services. Of the four million hectares of forest found in Guatemala, 70% are located within natural protected areas, making them very important areas as Guatemala begins REDD+ activities and looks for carbon reservoirs.

According to the Guatemala Biodiversity and Tropical Forest Assessment (2010)³, Guatemala faces significant trans-national and national threats to the conservation of biodiversity and tropical forests. The most significant trans-national threats include direct and indirect impacts from climate change; the illegal trade in wildlife, timber and non-timber forest resources; and the indirect impacts from the illegal trade in narcotics. The most significant nationally-based threats to the conservation of biodiversity and tropical forests in Guatemala include the following:

- Habitat loss, degradation and fragmentation – specifically resulting from unmanaged fires, land conversion for agriculture and cattle, land conversion for mineral and petroleum development, the introduction of exotic or opportunistic species, and drug trafficking.
- Over-exploitation of natural resources – specifically due to poorly managed forest product harvests, unregulated hunting of wildlife, wildlife collection for illicit national and international markets, and poorly regulated harvests of marine resources.
- Environmental contamination from poorly managed liquid, solid, and atmospheric wastes; agricultural runoff; and poorly regulated mineral and petroleum development.

Each of these factors is strongly influenced by the cumulative interaction of six social and institutional drivers:

- Pervasive poverty and lack of economic opportunities
- Weak environmental management institutions
- Inadequate or ineffective policies and lack of enforcement of existing policies
- Lack of coordinated land and resource use planning and management
- Unregulated human population growth and migration
- Lack of verified land titles

These social and institutional factors represent root causes stimulating and driving the majority of threats to biodiversity and tropical forests in Guatemala.

According to the Economic Commission for Latin America and the Caribbean (ECLAC),⁴ Central America is one of the most vulnerable regions to climate change, even though it produces a very minimal share of GHG global emissions. It is estimated that Guatemala produces less than 0.04% of the planet's carbon, a figure that is not predicted to change significantly in future trend scenarios. However, the Global Climate Risk Index (CRI)⁵ presented by the Germanwatch organization in the UN climate summit at Durban, ranked Guatemala as the second country most affected by weather extremes such as floodings and storms in 2010, and the 12th country during the past twenty years.⁶

³http://www.usaid.gov/locations/latin_america_caribbean/environment/docs/section_118/Guate_FY2010.pdf

⁴The Economics of Climate Change in Central America: Summary 2010. ECLAC, United Nations. November 2010.

⁵ <http://www.germanwatch.org/klima/cri.pdf>

⁶ Also, Guatemala was considered as one of the ten most vulnerable countries to climate change, according to the 2009 Global Assessment Report on Disaster Risk Reduction, published by the United Nations International Strategy for Disaster Reduction Secretariat (UNISDR).

<http://www.preventionweb.net/english/hyogo/gar/report/index.php?id=9413>

GHG emissions from deforestation and forest degradation are estimated to represent about 17 % of global CO₂ emissions and are a significant source of emissions for many countries, including Guatemala. Although a third of Guatemala is still currently covered by forests, the country has witnessed some of the highest rates of deforestation in the world in recent years. Annual deforestation for the last 10 years has been as high as 73,000 hectares, indicating that one of the key focus areas for reducing Guatemala's GHG emissions is reducing deforestation and forest degradation. In addition, Guatemala's natural resources and its citizens face threats from the increased frequency and intensity of extreme weather events such as tropical storms and extended droughts. Recent tropical storms such as Stan, Agatha and Tropical Depression 12-E caused significant resource, property, and infrastructure damage, and claimed the lives of thousands of people, predominantly the rural poor.

During the last eight years, USAID/Guatemala's programs working in environment and natural resources have been related to viable models for poverty reduction through income and employment generation while conserving biodiversity richness in Guatemala and improving environmental governance. These include efforts to certify timber production, control forest fires, develop non-traditional forest products, encourage tourism, establish carbon credit initiatives and promote environmentally sound production practices. By linking the management of these forests, biodiversity and cultural richness to the market, the appropriate economic incentives have been provided to the communities so it is in their direct interest to sustainably manage them. Through CNCG, USAID/Guatemala hopes to continue these efforts as well as address the previously mentioned threats to Guatemala's natural resources and its citizens.

Guatemala's commitment to combating Climate Change

Guatemala is demonstrating a political commitment to address climate change challenges. During President Alvaro Colom's administration (2008-2012) various important climate change efforts were undertaken. In addition, the new Minister of the Ministry of Environment and Natural Resources (MARN), under the newly elected administration of President Otto Perez, has mentioned that Guatemala considers climate change to be a national priority.

In December 2009, Guatemala adopted a National Climate Change Policy⁷, which develops the framework for activities that aim to reduce vulnerability to extreme weather events, increase overall resilience and further opportunities for reducing emissions of GHGs. This policy was launched by MARN and included its dissemination, as well as an evaluation of the institutional policy and the legal framework required for implementing the climate change policy.

In addition to work towards a national climate change policy, the Government of Guatemala GOG also created an Inter-Institutional Commission of Climate Change (CICC) that is comprised of 18 government entities with links to climate change. CICC is headed by the Vice President through coordination with MARN. Additionally, various Ministries including the Ministries of Defense, Governance or Interior, Foreign Relations, Finance, Education, etc., have created their own climate change units. Finally, a new Climate Change Law is currently under discussion in the Guatemalan Congress.

Guatemala also has undertaken important steps towards the development of a "National Strategy for the Reduction of Deforestation" (ENRD), for the implementation of REDD+ in

⁷ http://www.marn.gob.gt/sub/portal_cambio_climatico/docs/politica_cc.pdf

Guatemala. There is a working group in charge of developing a national framework for REDD+ under ENRD, which was launched in 2011, including a map of forest cover dynamics 2001-2006, developed by the GOG and Guatemalan universities Del Valle and Rafael Landívar.

Guatemala currently has three REDD+ pilot projects that are being coordinated by the National Council of Protected Areas (CONAP) since they are located in protected areas:

- a. A forest concession project in the MBR, promoted by ACOFOP and Rainforest Alliance;
- b. A project in Sierra del Lacandón National Park, promoted by Fundación Defensores de la Naturaleza, Oro Verde and Rainforest Alliance;
- c. A project in Lachuá National Park, promoted by Fundación Lachuá and the International Union for Conservation of Nature (IUCN).

With the support of Rainforest Alliance/USAID, AGEXPORT/Danish Development Cooperation (DANIDA) and the Wildlife Conservation Society (WCS) these three projects have also contributed to the development of REDD+ methodologies. REDD's achievements to date include the development of deforestation scenario models for Guatemala, projected to 2037. Eventually, CONAP's initiatives should be scaled up to establish national reference levels that take into account the specific characteristics of different regions and the possibility of interregional leakage of deforestation. CONAP and MARN, with support from IUCN and Rainforest Alliance, are currently analyzing the legal framework for REDD+ in Guatemala with the aim of identifying and filling legal gaps to facilitate the effective implementation of REDD+. With USAID and other donors' support, the GOG has developed various stages of the REDD+ strategy for Guatemala, including national consultations, the methodological platform, and the legal definition of rights to emission reductions.

USAID and other donors supported the deforestation baseline for the Northern Guatemalan Lowlands. This is the first baseline developed in Latin America with a methodology for REDD+ and validated by the Verified Carbon Standards. The baseline covers 40% of the country, including areas where approximately 80% of the deforestation takes place. Guatemala presented the Readiness Preparation Proposal (RPP) for developing a REDD+ strategy to the Forest Carbon Partnership Facility by the World Bank (to compete for funding up to \$3.2 million). The baseline has been included as the first reference region within the proposal. At the community and municipal level various programs have also been undertaken. In the MBR an agreement between MARN and members of various forestry concessions was signed to reduce deforestation. In two municipalities in the Petén near the MBR, local governments, with the support of USAID/Guatemala through its implementing partner Rainforest Alliance, have been working on projects that focus on climate change mitigation through forest fire prevention, reducing loss of forest cover through deforestation, and establishing a carbon baseline for project area. Ultimately, the project will result in the creation of a mechanism for the sale of carbon credits and is one of the first cases in Latin America of private financing for carbon credits.

Outside of international donors and the GOG, other climate change-related activities are also occurring. The National Climate Change Roundtable is a group that meets to discuss climate change issues and is made up of almost 50 different civil society institutions. Additionally, the Indigenous Roundtable on Climate Change also meets to discuss climate change as it related specifically to indigenous communities in Guatemala.

In the private sector, the private Institute of Climate Change Research (ICC) founded by the sugar sector, works with communities on adaptation and mitigation efforts, as well as climate change impacts on regional infrastructure in Southern Guatemala. The ICC has programs in

climate, hydrology, integrated watershed management, natural disaster risk management and capacity building. Other key foundations working in the area of natural and cultural patrimonies are the Foundation for Natural Heritage and Maya Culture (PACUNAM) and the private non-profit organization Foundation for the Development of Guatemala (FUNDESA).

III. AREAS OF SPECIAL INTEREST

During the last two years, the GOG created the national Sectoral Platform for Environment and Water to provide guidance for development aid, strengthen the role of external cooperation, and ensure the leadership of the GOG in institutional initiatives for development. This platform functions as a forum in which donors and institutions from the environmental and water sectors participate. Under its auspices, a Multi-Annual Sectoral Plan for Environment and Water (PSMAA in Spanish)⁸ for 2011-2013 has been developed with the purpose to create an inter-ministerial, whole of government approach, for the management of environment, water and natural resources, focused on four strategic objectives, of which the following three are relevant to this RFA:

- 1) Reduce Guatemala's vulnerability to extreme hydro-meteorological events through strengthening its capacity to adapt to climate change and through rational use of natural resources.
- 2) Ensure ecological and biodiversity equilibrium through conservation, protection and sustainable use of natural resources.
- 3) Ensure that environmental benefits and services are provided to all citizens by raising social awareness and a sense of environmental responsibility in all sectors.

The PSMAA strategic objectives should be used as a guiding base for development of activities under the new CNCG program, as they have been identified as key areas of importance to the GOG.

IV. PROGRAM DESCRIPTION

1. Purpose

The purpose of this five-year USAID program is to assist Guatemala in the development of a process to mitigate the negative effects of climate change through an integrated approach that includes improved management of natural resources and conservation of biodiversity, building institutional and technical capacity, and establishing and/or fortifying the policy and legal framework related to climate change. This program, entitled "Climate, Nature and Communities in Guatemala" (CNCG), will be a key component of USAID/Guatemala's Development Objective Three: Improved Management of Natural Resources to Mitigate Impacts of Global Climate Change. As such, it will play a critical role in advancing Guatemala's efforts to develop and implement a REDD+ Strategy, as well as a Low Emission Development Strategy (LEDS). CNCG will achieve its objectives through a range of top-down and bottom-up approaches, including, but not limited to, demonstration projects, policy dialogue and support, technical advisory services, environmental governance dialogue and support, training and capacity building services, workshops and conferences, and logistical support. Local communities and

⁸ Plan Sectorial Multi-anual de Ambiente y Agua 2011-2013. Consejo permanente del Sector Ambiente y Agua del Gobierno de Guatemala, octubre 2010.

community-based management should be key focus areas of the project, as well as strengthening local civil society capacity in Guatemala.

2. Program Objectives

The program will focus on the following objectives:

Objective 1 – Develop and/or strengthen market-driven conservation strategies at the community level in focus areas and at the national level as appropriate

Previous support by USAID/Guatemala programs have contributed to improve the ability of community-based and small- and medium-scale enterprises (SMEs) in best management practices and competitiveness building, as well as linking Guatemalan SMEs with international and national markets for sustainable or certified products and services in forestry and tourism. USAID support, through the application of the value chain concept, has been provided in the MBR in the Petén, the Verapaces region, and some areas in the Western Highlands of Guatemala. The support of these types of programs is extremely important in areas of high biological significance as a way to promote alternative livelihoods and reduce pressure on biodiversity.

For roughly 12 years, USAID has supported community forestry concessions, in the MBR, that play an important role in sustainable forestry and biodiversity conservation in Guatemala. Activities began with technical assistance on basic forest management with organized communities. Value chain activities began approximately six years ago, shifting the communities from selling rough-sawn timber by the foot to timber and non-timber forest products with value-added processing.

Objective 1 specifically seeks to support community-based organizations and/or enterprises' competitiveness in sustainable forestry activities and other environmental services activities. Activities may also include sustainable tourism and carbon credit trade. A key focus will be highlighting the financial incentives to be gained through natural resource and biodiversity conservation, as a result of growing international demand for certified environmentally friendly products and services.

Market-driven conservation strategies are designed to empower communities to manage and conserve cultural heritage and biodiversity in Guatemala, while being able to generate income and other financial benefits. Rural Guatemalans – both men and women, and especially members of indigenous communities – will receive training in the managerial and business skills needed to promote the licit and sustainable use of natural resources.

Community-based economic incentives for conservation and protection of biodiversity, coupled with enforcement of existing environmental regulations, improved national policies, and improved environmental governance, will safeguard the resource base necessary for sustainable rural development. Activities are expected to help increase economic incentives for improved natural and cultural resource management and conservation.

In September 2011, USAID/Guatemala signed a second \$17,262,000 Loan Portfolio Guarantee with Banrural to strengthen access to finance to businesses, specifically concessionaires operating in the Petén, forestry cooperatives and associations, and forestry-related MSMEs in the Peten, the Verapaces, and the Altiplano. The MSMEs will have to adhere to Sustainable

Forest Management (SFM) practices. The future Recipient will be expected to provide the borrower group with technical assistance in sustainable forestry, sustainable farming, and enterprise development.

The following are illustrative activities:⁹

- Promote community-based sustainable, legal harvest of timber and non-timber forest products
- Identify markets for sustainably grown forest products and train organizations on establishing those market linkages
- Facilitate technical assistance to generate other revenue from public and private protected area management
- Identify and implement Payments for Environmental Services mechanisms
- Promote reforestation and natural forest regeneration utilizing in part, existing government sponsored mechanisms such as the Programa de Incentivos Forestales (PINFOR) and the Programa de Incentivos para Pequeños Poseedores de Tierras de Vocación Forestal o Agroforestal (PINPEP)
- Strengthen the operational capacity in forest protection actions (i.e. fire prevention) to reduce threats to high priority sites, including coordination with other stakeholders
- Promote and facilitate local and institutional capabilities on public use planning and sustainable tourism management in protected areas
- Facilitate broad-based community and small business participation in providing sustainable tourism services within protected areas
- Encourage and facilitate environmental and sustainable tourism good management practices in rural communities in or near protected areas
- Facilitate the strengthening and continuance of a long term system for monitoring and evaluation of ecological integrity in key priority sites, such as in the MBR
- Provide technical assistance and training to improve business organization and administration (i.e., business planning, financial management, administration)
- Strengthen the organization and management of community-based organizations and/or community-based enterprises
- Promote strategic alliances, joint ventures and innovative approaches to improve access to financing and expand operations
- Improve women's leadership skills to increase their participation in market-driven conservation activities
- Promote and facilitate certification maintenance or expansion to access markets and keep the certification process sustainable

Applicants are expected to link access to products and services with community efforts to improve sustainable natural and cultural resource management and biodiversity conservation.

Expected Results

The results listed below are the minimum expected to be achieved; additional results may be incorporated.

1. Increased sales in environmentally certified goods and services.

⁹ All activities, results and indicators throughout the document are considered illustrative only and are not limited to those cited.

2. Increased number of jobs in community-based organizations/enterprises clearly realized as a result of USAID program.
3. Maintenance of 500,000 hectares/year of land under environmental certification, and an additional 300,000 hectares certified as a result of USAID program.
4. Updated protection and management plans are effectively implemented and demonstrate a reduction in threats.
5. Adoption of new natural resources good management practices by beneficiaries.
6. Fire control and prevention strategies developed and implemented for high priority sites, that may vary by weather and rainfall patterns.
7. Strengthened community-based fire prevention and protection programs.
8. Strengthened biological monitoring systems developed for flora and fauna in high priority sites to improve knowledge of targeted species and geographic distribution of threats

Objective 2 - Support the development and implementation of national and sub-national REDD+ strategies

Since its inception, REDD+ has grown in scope from being a mitigation option and opportunity to address the 15-20% of global GHG emissions attributed to deforestation into a wider set of activities that reach beyond the carbon dimension of REDD+. They promote forest carbon stocks, conservation and sustainable management of forests, enhancing carbon storage in forests and other landscapes as well as deliver co-benefits such as biodiversity conservation, increased environmental governance, and poverty alleviation. REDD+ has rapidly become a key pillar of international cooperation on climate change. USAID is working to support the USG REDD+ strategy by strengthening the international policy architecture for REDD+ and a major focus will be to support the strategy's goal of increasing the readiness of developing countries to implement REDD+.

Objective 2 specifically strives to develop Guatemala specific REDD+ strategies and work on capacity building among different stakeholders. These stakeholders include, but are not limited to, GOG, indigenous groups, forest-dependent communities, vulnerable communities, municipalities, civil society organizations, the private sector and other key actors related to deforestation. Other stakeholders that need to be actively involved include top government decision-makers and high-level politicians, as well as GOG participants from entities with substantial weight in the development of agricultural policies and regulations that influence changes in forest cover.¹⁰

Although a third of Guatemala is still covered by forests, the country has witnessed some of the highest rates of deforestation in the world in recent years. Annual deforestation for the last 10 years has been as high as 73,000 hectares, indicating that one of the key focus areas for reducing Guatemala's GHG emissions is reducing deforestation and forest degradation.

USAID/Guatemala has previously worked in the MBR and given the biodiversity and cultural values currently at risk in the MBR, this significant Guatemalan protected area is an important area to continue investments in the development of REDD+/Sustainable Landscapes activities by USAID and other donors. USAID/Guatemala, through its partners and with funding from other donors, has contributed to develop a REDD+ baseline for 40,000 km² in the Peten and northern Alta Verapaz region of Guatemala (the Deforestation GHG Emissions Baseline for Northern Guatemala Lowlands). This effort covers much of the needed baseline data required to develop carbon credits for sale in the three REDD pilot projects coordinated by CONAP (mentioned above), one of them, Guatecarbon, in the forestry concessions area of the MBR.

¹⁰ Such as Ministries of Energy and Mines (MEM) and Agriculture, Livestock and Food (MAGA).

Important steps have recently been taken towards clarity on carbon rights. Since the area of Guatecarbon is state-owned, it is necessary to clarify local people's rights to forest carbon. The community and industrial MBR forestry concessions have been given provisional legal authority by CONAP to sell such credits. The revenues from these sales would be shared by the concessions and CONAP. The agreement sets an important precedent, but needs to be confirmed by the new authorities in CONAP, including the Executive Secretary and held up by law. The new CNCG program should also address carbon rights.

Much work is still needed to ensure accurate and reliable Monitoring, Reporting, and Validation (MRV) that meets the minimum requirements for REDD+ under UNFCCC guidelines and should be a component of objective 2. It will be important to incorporate current REDD+ activities and experiences into the new strategy.

The following illustrative activities are described below:

- Provide technical assistance to conduct a thorough analysis of the drivers of deforestation from both within and outside the forest sector
- Facilitate the strengthening of the policy, economic, institutional and regulatory framework to address the main drivers of deforestation and forest degradation
- Improve and facilitate access to information on the scientific and technical aspects of REDD+, the benefits and potential negative effects of REDD+ mechanisms¹¹
- Building and strengthening the capacity of GOG officials and civil society actors to participate in the design and implementation of REDD+ initiatives, as well as in national and local policy and decision-making processes
- Help to define a clear role of indigenous peoples and local communities in REDD+
- Strengthen civil society networks and multi-stakeholder platforms for REDD+
- Help establish the development of carbon inventories in target forests. This would build on the forest inventories that already exist, but would involve developing an overall picture of the carbon content of the forest.
- Contribute to address forest carbon rights of the local population, land tenure and property rights in forest conservation and sustainable forest management to ensure a successful implementation of a national REDD+ strategy
- Help develop national level accounting systems and registries to record and follow the ownership and transfer (purchase or sale) of any given ton of carbon.
- Assist Guatemala's effort to develop robust, country-wide MRV system(s) for REDD+ activities, drawing on sub-national experiences if possible
- Strengthen the capacities of grassroots organizations to participate in monitoring actions¹²
- Contribute to the identification of potential financial sources (i.e. government, international cooperation, private-sector investments, carbon markets, etc.)

Promote that targeted beneficiaries coordinate with other stakeholders supported by different donor initiatives, such that efforts can be leveraged to attract more competitive offers.

Expected Results

¹¹ Stakeholders in Guatemala need to be better informed about REDD+ so they have more realistic expectations regarding REDD payments.

¹² Given that forest communities have a close relationship with forests, it would be beneficial to involve them in monitoring activities in the areas they know.

1. Key contributions leading toward the development and implementation of the National REDD+ strategy.
2. Regulations, policies and/or incentives designed or reformed to address the drivers of deforestation and forest degradation and safeguards for biodiversity and sustainable use of natural resources.
3. All relevant stakeholders, particularly civil society, indigenous groups, private sector and forest dependent communities involved in decision-making processes and implementation of REDD+ strategies at every level.
4. Principles and criteria established for the fair distribution of benefits and financial incentives from REDD+ programs to reach forest communities.
5. Appropriate legal framework formulated/articulated and approved which would form a legal basis and define rules and regulations on community or local institutional management rights to carbon credits.
6. Technical capacities of national and sub-national public institutions and civil society entities, especially indigenous groups and forest-dependent communities, enhanced on climate change, REDD+ concepts, policies and methods, low carbon development, carbon markets, carbon finance, and international REDD+ negotiations.
7. Mechanisms developed to increase dialogue and coordination within and between governmental and civil society entities involved in REDD+ activities.
8. Mechanisms designed and implemented to mobilize more, and more diverse, REDD+ financing from public and private, domestic and international, subsidy- and market-based sources.
9. Scientific and technical research, case studies, and analyses conducted and shared with relevant public, private sector, and civil society entities to develop and/or improve MRV systems for REDD+ activities.¹³
10. Best practices and lessons learned for REDD+ MRV developed and disseminated to Guatemalan organizations.

Objective 3 - Enhance adaptation capacity to the impacts of climate change

According to the USAID 2012-2015 Global Climate Change and Development Strategy, even if mitigation measures are taken now, the world's climate has already changed and will continue to change due to already-accumulated gases. Therefore, coping responses, or adaptive measures, are needed. The objective of adaptation is to help societies anticipate and incorporate plans for responding to potential climate change impacts into economic and political systems to increase resiliency and ensure a more secure future.

The evidence that Guatemala is highly vulnerable to climate change and natural disasters is extensive and has been mentioned previously. There are serious socio-economic impacts from climate change and natural disaster-related losses, from which it takes years to recover, both on a national scale and at the local community level. Extreme weather events have shown the high level of vulnerability of many Guatemalan households¹⁴ and the lack of preparation to cope with natural disasters, especially among the majority of inhabitants living in the Western Highlands.

The most common damage associated with tropical storms such as Stan, Agatha and Tropical Depression 12-E, since 2005, have been crop losses. Droughts or floods that cause loss of

¹³ Including, but not limited to Reference Emissions Levels, detailed forest inventories, forest carbon accounting methods, carbon standards, remote sensing tools, and field measurement methods.

¹⁴ A household is considered vulnerable to negative shocks, in this case climate incidents, when there is a high probability of being affected and, more important, having few resources or means to deal with the shock.

crops or damage to roads that limit access to markets can push marginal households into acute food insecurity. Unfortunately, these natural disasters are happening with greater frequency and the energies and resources of the GOG and donor agencies are often diverted to provide relief and recovery to the victims.

As described in the Guatemalan Feed the Future (FTF) Multi-Year Strategy¹⁵, the impact of these climate changes has been aggravated by poor agricultural practices and use of marginal lands for agriculture, which further exacerbates the poor quality of life of residents. Over the years, climate change has impacted the quality and quantity of hydrological goods and services, caused a loss of biological diversity, caused an increase in epidemiological illnesses, as well as a reduction in the production of basic grains, resulting in food insecurity. The USG FTF strategy provides a unique opportunity to design and implement best practices to help poor rural Guatemalans adapt to the changing conditions in their physical environment. Both, FTF and GCCI interventions in Guatemala will utilize program resources to partner with academia, the private sector, the GOG and other donors to design interventions that best help Guatemala's rural poor. Both strategies will assist food insecure populations in mitigating the adverse impacts of climate change as they strive to increase the value of their food crops. National and international technicians working with the Guatemalan Food Security Secretariat (SESAN) completed a Climate Change/Risk Management Plan during 2011. This Climate Change Management Plan and national surface/sub-surface water and watershed maps were developed in 2011 with the help of the Ministry of Agriculture, Livestock, and Food (MAGA) and in coordination with MARN. The guidelines outlined in this plan will serve as a rich resource for short, medium and long-term investments in climate change management for USG partners, other donors and the GOG.

Objective 3 specifically seeks to support communities, municipalities and local and regional organizations in the Western Highlands of Guatemala to reduce vulnerability to climate change. USAID/Guatemala will help to deal with climate stressors precisely in areas of agricultural systems and natural resources management. This objective has a link to support the FTF Initiative in the Western Highlands of Guatemala.

Adaptation activities under Objective 3 will be focused in the departments of San Marcos, Huehuetenango, Quiché, Quetzaltenango, and Totonicapán. Activities may be focused in, but are not limited to the 30 target municipalities selected by USAID for the FTF and Global Health initiative (GHI). Adaptation activities may occur outside the FTF and GHI municipalities. These 30 municipalities were selected because they have some of the highest poverty and child chronic malnutrition levels, but also strong opportunities for economic development.

CNCG will contribute to strengthen institutional capacity to implement improved technologies to help communities better adapt to the effects of climate change and indirectly strengthen environmental governance. Also, this program will help strengthen the response and communication capacities of national agencies, local government institutions and communities with respect to natural disasters by accessing and implementing risk identification and mitigation tools.

For the execution of Objective 3, the CNCG Recipient is requested to demonstrate how it will coordinate closely with the Contractor for the Policy Regulatory Support for Economic Growth

¹⁵<http://www.feedthefuture.gov/sites/default/files/country/strategies/files/GuatemalaFeedtheFutureMultiYearStrategy.pdf>

(PRS) and the future implementer(s) of the Rural Value Chains program and the Local Governance project to ensure Adaptation objectives are met and duplicative efforts are avoided in the Western Highlands area of Guatemala.

The following illustrative activities are described below:

- High risk communities in Guatemala's Western Highlands are identified.
- Building and strengthening the capacity of local organization and community efforts to mitigate risks.
- Efforts will include on-the-ground activities such as reforestation and improvements to municipal public works, related to natural resources and agriculture.
- Provide institutional strengthening related to potential climate change impacts to Guatemalan organizations that will be implementing the USAID agriculture rural value chain activities.
- Provide training and capacity development on agricultural adaptation techniques to encourage better practices and build resilience to anticipated climate impacts, particularly those relating to storm events, including flooding and landslides, reduced precipitation and increased aridity to key Guatemalan organizations or government agencies.
- Strengthen the development of land use plans to mainstream climate change and variability considerations.
- Facilitate local and traditional knowledge incorporation into adaptation planning that will help communities deal with climate stressors.
- Assist the development of community level disaster prevention planning.
- Help develop and disseminate socially and culturally appropriate adaptation measures
- Provide technical assistance to establish decentralized information systems and information dissemination strategies with the goal to rapidly reach remote communities
- Facilitate development/strengthening of early warning systems implementation in the Western Highlands and increase local use of forecast information.

USAID/Guatemala will implement an assessment for climate vulnerability and adaptation in 2012. This analysis will identify and recommend activities to address global climate change with respect to improving the institutional framework and related policies and to assist communities adapting to environmental changes resulting from global climate change. The results from the assessment will also guide the implementation of activities under the CNCG program.

Expected Results

1. Increased number of institutions with improved capacity for adaptation planning and response.
2. At least 5 integrated watershed management plans promote best agricultural, grazing, and forest management practices to alleviate vulnerability and improve adaptation to climate change impacts.
3. Adoption of new sustainable agricultural and/or natural resources management practices based on changes in climate patterns in the Western Highlands.
4. Mechanisms developed for cooperation and coordination between centers with experience in data and information analysis for the Western Highlands.
5. Information systems related to climate change impacts available to communities, local government and civil society institutions.
6. Early warning systems established and self-functioning after program ends.
7. Increased local use of forecast information.

8. Targeted investments increase coping capacity of communities.
9. Increased engagement of vulnerable stakeholders in climate change responses.

Objective 4 – Strengthen Guatemalan non-governmental organizations (NGO's) that will acquire the technical, fiscal, and administrative capacity to contribute to Guatemala's national environmental management goals without USG assistance.

As part of the institutional reforms to effectively address the development challenges of the 21st century, an agenda for institutional renewal, known as *USAID Forward*, has been in implementation since 2011. Under *USAID Forward*, building local capacity in USAID partner countries, through a set of implementation and procurement reforms, is a direct focus. (More information about *USAID Forward* can be found here: <http://forward.usaid.gov/>) Based on the goal of strengthening local civil society and private sector capacity, Objective 4 strives to build local capacity among in Guatemalan civil society organizations, including but not limited to non-governmental, academic and research organizations.

The following illustrative activities are described below:

- Guatemalan NGO's receive training and technical assistance to strengthen their financial and administrative capabilities to ensure effective management, accounting and reporting of program funds
- Guatemalan NGO's receive training and technical assistance to become national leaders in technical and policy aspects of climate change, adaptation, REDD+, low carbon development, carbon markets, carbon finance, and international REDD+ negotiations, forest and biodiversity
- Hiring a capable financial administrative firm to assist in providing the needed financial services and capacity building required for the NGO's to work effectively while managing US Government funds.

Expected Results

1. At least five Guatemalan NGOs are strengthened to become eligible to receive a direct award from USAID or other donors.
2. At least 10 institutions with improved capacity to support the accomplishment of program activities and results at the local and/or national level.

Transition Awards

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

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

Further, the selected recipient will develop the local organization's capacity to become stronger and a more mature entity that will enable them to become eligible to receive a direct award from

USAID or other donors in the future. Therefore, the selected prime recipient will develop a plan for strengthening key organizational areas, including appropriate training and technical assistance, and recommend the transition of these organizations by the end of this program. Indicators, baseline, and targets for local capacity development are to be included in the monitoring plan to be prepared by the applicant.

To be considered a local organization, an organization must:

1. Be a Guatemalan Non-Governmental Organization organized under the laws of Guatemala;
2. Have its principal place of business in Guatemala;
3. Be managed by a governing body, the majority of whom are citizens or lawful permanent residents of the cooperating country.

Subsidiaries or external branches of entities organized or located outside Guatemala are not considered “local organizations” for the purpose of this RFA.

Objective 5 – Support the initial stages of a Guatemalan-led Low Emissions Development Strategy (LEDS)

As part of the USG commitment to the Energy and Climate Partnership of the Americas (ECPA), the USG is seeking to assist up to 20 countries that will be developing a comprehensive LEDS as part of their commitments to the UNFCCC climate change negotiations. A major focus within the clean energy and sustainable landscapes pillars is a whole-of-government program, EC-LEDS. EC-LEDS is currently partnering with 11 developing countries, with a goal to partner with 20 countries by the end of 2013, and one of them is Guatemala.

As mentioned in the USAID 2012-2015 Global Climate Change and Development Strategy, countries that pursue low emission development will be the best positioned to benefit from a new global low carbon future and to access climate change financing from the public and private sectors. USAID and DOS take a leadership role in this initiative, partnering with other USG agencies such as the Department of Energy, the Department of Agriculture, the US Forest Service, and the Environmental Protection Agency. EC-LEDS takes a forward-looking approach to development, with the objective of providing technical assistance and capacity building to support partner countries’ efforts to create or improve their own long-term, economy-wide LEDS. A LEDS incorporates analytical, strategic planning, and policy formulation processes aimed at advancing robust economic growth while achieving significant long-term GHG emissions reductions in key sectors.

The USG’s EC-LEDS initiative brings to bear the expertise and experience of multiple USG agencies on the task of helping key developing nations strengthen their ability to plan and implement a low-carbon, thriving future. As an innovative effort working across multiple agencies in two governments, the EC-LEDS initiative offers a strategic opportunity to integrate climate change considerations into many areas of development.

For Guatemala, identified as a LEDS partner country, USAID/Guatemala will begin initial stages of the process during 2012. The process will involve establishing a relationship with the appropriate new GOG authorities and then establishing a base for future cooperation on the EC-LEDS process. An important next step involved in the LEDS process will be the design of a country specific work-program that should be done in collaboration with the GOG

Objective 5 will be guided by USAID/Guatemala and seeks to design and/or perform LEDS related activities.

An upcoming implementing mechanism from USAID/Guatemala will provide full broad-based support to the GOG in development and implementation of its LEDS. As a result, the CNCG recipient will work with new implementer when will be in place to ensure Global Climate Change program goals for USAID/Guatemala are met and duplicative efforts are avoided.

The following illustrative activities are described below:

- Create awareness within GOG of the importance to develop a country-led LEDS.
- Facilitate information to key stakeholders on LEDS concept and the process involved.
- Areas for targeted intervention to reduce emissions per sector have been identified.

Expected Results

1. USG and GOG have established an agreed work program that charts a shared path forward to advance LEDS-related work.
2. Initiation of technical assistance towards the implementation of LEDS work plan.

3. Geographic Focus

In addition to the national level, CNCG as an Environmental program will focus site-specific activities in the MBR, Sierra de las Minas Biosphere Reserve, Alta Verapaz, and Baja Verapaz departments and may also include the following five departments of the Western Highlands: San Marcos, Huehuetenango, Quiché, Quetzaltenango, and Totonicapán. Objective 3 - adaptation activities will focus on the Western Highlands region, supporting the FTF and GHI target regions.

4. Illustrative Indicators

Indicators for the Development Objective 3 in the Guatemalan CDCS should be used and are the following:

- Number of hectares in areas of biological significance showing improved biophysical conditions as a result of USG assistance.
- Number of stakeholders using licenses or permits to legally manage and use the forest
- Number of hectares under improved natural resources management increase or maintained
- Value of incremental sales of timber and non-timber forest products
- Number of people with increased economic benefits derived from sustainable natural resource management and conservation
- Quantity of GHG emissions measured in metric tons of carbon dioxide (CO₂) equivalent reduced or sequestered as a result of USG assistance
- Number of Reducing Emissions from Deforestation and Forest Degradation (REDD+) tools, technologies and methodologies developed
- Number of people with increased capacity to adapt to the impacts of climate variability and changes as a result of USG assistance (disaggregated by gender)
- Number of people implementing risk-reducing practices or actions as a result of USG assistance to improve resilience to climate changes (disaggregated by gender)

- Number of stakeholders using climate information in their decision making as a result of USG assistance

5. Geospatial Information

Geospatial information technologies provide particularly powerful tools for visualizing and understanding the complex interactions between people and the environment. They are especially important in identifying where USAID activities are taking place. USAID is required to make non-proprietary geospatial data available to the public. Therefore, where appropriate, awardees that create geospatial data under this Award will be required to electronically submit data layers to the USAID/Guatemala Agreement Officer's Representative.

Data shall be consistent with US Federal Geographic Data Committee (FGDC) level 1 metadata standards. USAID is in the process of developing standards and protocols for geospatial related activities. The awardee will be provided a copy of these once they are developed, and will be required to abide by them. All spatial and geographic information system (GIS) activities financed by USG federal funds must comply with:

1. OMB Circular A-16, Executive Order 12906;
2. Automated Directives System (ADS) 507 (Freedom of Information Act);
3. ADS 551 (Data Administration); and
4. ADS 557 (Public Information).

All geospatial data must be submitted to the USAID AOR, complete with metadata, as well as applicable maps.

Additionally, USAID/Guatemala is in the process of developing a mission-wide GIS system and the awardee will be required to input geospatial data into this new system once available.

6. Development Communications

The purpose of the component is to raise the profile of environmental communications in the implementation of CNCG. The objectives are to: 1) effectively communicate the successes and lessons learned to USAID Washington, other external audiences, and visitors to project sites; 2) to communicate key messages to GOG decision-makers, academia, and civil society counterparts; and 3) to implement a strategy of social communications, awareness, and behavior change to Guatemalan beneficiaries on the environment. The project should place priority on communications and therefore be adequately staffed and/or have appropriate mechanisms or sub-awards in place for disseminating information in a creative and robust fashion (such as video, social media, websites, success stories, news articles). The implementation of this component should be closely aligned with the USAID/Guatemala Economic Growth (EG) Office Communications Plan that will be developed by the Mission by the end of 2012.

USAID/Guatemala anticipates a larger than normal interest in the implementation of CNCG. Therefore a robust communications strategy and the staffing and resources to ensure the importance of development communications are particularly important. Under this section, the applicant should describe the communication strategy to inform USG, GOG and other audiences about the progress of the project, including the development of success stories and weekly news. The awardee will be responsible for preparing materials for high-level visitors to

project activities that include but are not limited to: “scene setters”, trip itineraries, photographs, event agendas, success stories, press releases and reports, and video presentations of the project.

Strategic communication for development is powerful and has been shown to deepen and expand the impact of development initiatives¹⁶ because it generates behavior change beyond what information dissemination, education, and awareness-raising alone achieves. While the latter three are necessary ingredients of communication, they are not sufficient for getting people to change long-established practices or behaviors—change that is at the core of sustainable development.

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

USAID Guatemala requests that applicants explain the communications methodology employed to develop an illustrative Strategic Communication for Development Plan for the CNCG program. (Please note if this methodology will also be used to develop the actual project Strategic Communication Plan if the applicant is selected to implement the project. If a different methodology will be used for the actual Plan, please describe the methodology and justification for using different methodologies for the illustrative and the actual.) The program's monitoring and evaluation (M&E) plan will measure the effectiveness and efficiency of the Strategic Communication Plan and communications activities.¹⁷ Applicants are invited to discuss the value-added that a strategic communication component brings to the CNCG program. Applicants will provide an illustrative budget¹⁸ and timeline for the communications component.

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

¹⁶ Mefalopulos, P. *Development Communication Sourcebook: Broadening the Boundaries of Communication* (pg. 8). International Bank for Reconstruction and Development/The World Bank. 2008; Servaes, J. “By Way of Introduction.” *In Approaches to Development: Studies on Communication for Development*, ed. J.Servaes. Paris: UNESCO

¹⁷ Communication is here defined as the overarching strategy and the elements that compose strategic communications planning process and plan. Communications is defined here as the activities, materials and channels that are used to implement a communication plan. These communications pieces of the plan must be strategic in and of themselves.

¹⁸ A general rule of thumb for budgeting for strategic communications is between 2 and 5 percent of the total budget. This general rule will vary depending on a variety of factors in the proposed program, activity, project, including but not limited to the target audiences, geographic area, type of materials designed and produced, placement of messages and materials, formative research, and others.

communication, lobbying, etc.] to be used, and include justification for each tactic in the context of the strategic elements.

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

Background on Development Communications

(REF: World Bank/DevComm)

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

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

7. Activity Management

7.1 Staffing

Applicants shall recruit and establish a team of experts and support staff to develop and implement the program, to manage its substantive and administrative components and to coordinate with the priority partners (as listed above). Applicants are expected to maximize the use of Guatemalan and/or expatriate staff with in-depth knowledge of Guatemala, given the need for the team to have a profound knowledge of climate change, biodiversity, sustainable forestry, green markets and certification, sustainable tourism, and environmental services. All staff will be based in Guatemala.

The team should represent the following set of qualifications:

- Expertise in the environment and forestry sector, especially related to sustainable natural resources management, biodiversity conservation, community-based forest management, climate change issues, forest inventories, surveys and assessments, GIS and remote sensing methods, and financial and incentive mechanisms such as REDD+.
- Solid knowledge of Guatemala's environment and forestry sector policies and regulations, data collection/monitoring of forests and biodiversity, adaptation measures in response to climate change impacts, forest carbon assessments, land use change, UNFCCC policies and guidelines and forest carbon incentives such as REDD, Clean Development Mechanism (CDM), voluntary markets, etc.
- Proven experience in undertaking activities aimed at capacity building, improving policy and regulations and sustainable natural resources/forest management practices, and developing and deploying monitoring methods.

- Strong communication skills, both interpersonal and written, to fulfill the technical and managerial responsibilities proposed.
- Significant experience working in Guatemala on forestry, biodiversity and climate change issues.

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

7.2 Key Personnel

USAID has identified the Chief of Party, a Global Climate Change (GCC) Specialist and the Monitoring and Evaluation (M&E) Specialist as key personnel. However, Applicants are required to propose up to three additional senior positions in their team, which should be considered key. The functions of those key personnel positions should be described in the Applicant's staffing and management plan. For Key Personnel not approved in the initial application, the Recipient will forward the names and resumes of qualified candidates to the USAID/Guatemala AOR for review and approval by the Agreements Officer before hiring decisions are finalized.

All Key Personnel are expected to have the following language capabilities: Minimum 3/3 in English and 4/4 Spanish required; 4/4 in English strongly preferred. USAID may consider key personnel who do not possess these language skills if the Applicant provides an explanation of the critical value of the proposed individual and a plan to overcome language deficiencies.

Chief of Party

The Chief of Party (COP) will serve as the Institutional Liaison with priority partners and with other USAID/Guatemala sponsored projects, and will be responsible for technical supervision and administrative oversight for the program. The COP will have the following set of qualifications:

- The COP must have between six to eight years of experience in a managerial position in Guatemala or in Latin America, with a minimum of five years of experience in management or technical assistance in fields related to the subject matter of this program, such as natural resource management, sustainable forestry management, climate change topics, REDD+, biodiversity conservation, etc.
- The COP must demonstrate skills on problem solving, collaboration, creativity and willingness to innovate, management skills, communication skills and history of productive involvement with a wide range and levels of organizations (government, community organizations, NGOs, private sector, research institutions).
- Proven leadership in the administration of similar international donor support programs with skills in strategic planning, supervision and budgeting.
- Graduate degree (Master's degree) in a relevant field of study is required. A higher degree is desirable.
- S/he must be proficient in Spanish and English.

Global Climate Change (GCC) Specialist

The GCC Specialist will have the following set of qualifications:

- At least five years of experience working in climate change related issues, such as adaptation and forestry/natural resources management.

- Solid knowledge of Guatemala's forest/natural resources sector, biodiversity conservation and climate change policies, laws, development and management issues.
- An advanced degree (Masters or higher) in a relevant discipline such as environmental science, forestry, climate change, ecology, or environmental-related field.
- Knowledge of UNFCCC policies and guidelines, low carbon development and forest incentives such as REDD, CDM, and voluntary markets is highly desirable.
- Excellent analytical, writing, communication, presentation, and training skills.
- S/he must be proficient in English and Spanish.

Monitoring and Evaluation (M&E) Specialist

The M&E Specialist will have the following set of qualifications:

- Minimum of five years working in evaluation/monitoring of environmental activities.
- S/he must have demonstrated abilities and experience in natural resources and climate change monitoring and evaluation analysis and reporting with international organizations.
- A university degree in related fields is required.
- Knowledge of Information Technology, Geographic Information Systems (GIS) and mapping is highly desirable.
- S/he must possess excellent written and speaking English and Spanish skills.

The Applicant may propose other Key Personnel with required qualifications.

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

8. Award and Management of Sub-Grants

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

Funding for the Sub-Grants is not to exceed \$5 million over the life of the program. Rather, the use of grants should be seen as one tool to achieve the results of the program, and Applicants should propose their use as such. USAID/Guatemala Agreement Officer must approve the actual selection of grant recipients with US and Non-US organizations, including any decisions to award grants based on exclusive or predominant capability. All sub-grants must comply with 22CFR226.5 Subawards.

9. Environmental Compliance

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, requires 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. Applicant environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFA.

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

An original Initial Environmental Examination (IEE) LAC-IEE-04-46 and its Amendments: LAC-IEE-07-52, LAC-IEE-08-54, LAC-IEE-09-71, LAC-IEE-10-77 and LAC-IEE-11-69 have been approved for the Program funding this RFA. These IEEs cover activities expected to be implemented under this Cooperative Agreement. The Applicant shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this RFA and it includes the following language to be applicable to this Program:

A **Categorical Exclusion** is issued to those activities involving technical assistance, training, analyses, studies, workshops, document transfers, and others that will not have an impact on the environment. Applicable sections of 22 CFR 216.2(c)(2)(i) include:

(i) Education, technical assistance, or training programs except to the extent such programs include activities directly affecting the environment (such as construction of facilities, etc.)

(xiv) Studies, projects or programs intended to develop the capability of recipient countries to engage in development planning, except to the extent designed to result in activities directly affecting the environment (such as construction of facilities, etc.).

USAID has determined that a **Negative Determination with Conditions** applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment.

Negative Determination with Conditions is issued to the new small-scale infrastructure components (such as mini-irrigation systems, cold storage, and small processing facilities) of the Economic Growth program and to all forestry management related activities, including reforestation and restoration activities.

Conditions include:

Appropriate environmental guidelines and/or mitigation measures have to be developed for activities with negative determination with conditions. The Recipient shall follow USAID's "Environmental Guidelines for Development of Activities in Latin America and the Caribbean", especially Chapter 2 regarding small-scale infrastructure, to identify mitigation measures. This document is available at the following website:
http://www.usaid.gov/locations/latin_america_caribbean/environment/docs/epiq/epiq.html.

Upon identification of site-specific actions, the recipient shall develop an Environmental Mitigation Plan (EMP) to be submitted to the AOR for approval by the Mission Environmental

Officer (MEO) and Regional Environmental Advisor (REA) prior to implementation (See the following links for guidance on EMP development and implementation http://www.usaid.gov/gt/docs/emp_format.pdf English version - http://www.usaid.gov/gt/espanol/docs/emp_format_spanish.pdf Spanish version).

A **Positive Determination** is issued for the following proposed activities: develop market-driven conservation strategies at the community level in focus areas and at the national level as appropriate. This indicates that these activities have the potential for significant adverse effects on the environment. Accordingly, the recipient is required to prepare and submit an Environmental Assessment (EA) addressing the environmental concerns raised by these activities. No activity identified under this Positive Determination can proceed until Scoping as described in §216.3(a)(4) and an EA as described in 216.6 are completed and approved by USAID. Both the Scoping Statement and EA require the approval of the LAC-BEO. Detailed information on requirements for EAs and Scoping Statements can be obtained at: http://www.usaid.gov/locations/latin_america_caribbean/environment/compliance.html

The applicant should also note the following:

- (a) Cost and technical proposals must reflect EA preparation costs and approaches
- (b) Recipient will be expected to comply with all conditions specified in the approved IEE and/or EA.

As part of its initial Work Plan and all Annual Work Plans thereafter, the Recipient, in collaboration with the USAID AOR and MEO, or REA as appropriate, shall review all ongoing and planned activities under this program to determine if they are within the scope of the approved Regulation 216 environmental documentation. 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.

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. Regular reporting by the Recipient to the AOR will include a section on environmental compliance.

In all sub-agreements under this award the Recipient should include in the Application the requirement to include an Environmental Review Form (ERF) or Environmental Review (ER) checklist using impact assessment tools to screen grant proposals to ensure the funded proposals will result in no adverse environmental impact, to develop mitigation measures, as necessary, and to specify monitoring and reporting. Use of the ERF or ER checklist is called for when the nature of the grant proposals to be funded 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 cannot go forward until the ERF or ER checklist is completed and approved by USAID. The Recipient shall be responsible for ensuring that mitigation measures specified by the ERF or ER checklist process are implemented.

USAID anticipates that environmental compliance and achieving optimal development outcomes for the proposed activities will require environmental management expertise.

USAID anticipates that environmental compliance and achieving optimal development outcomes

for the proposed activities will require environmental management expertise. Respondents to the RFA should therefore include as part of their application their approach to achieving environmental compliance and management, to include:

- The applicant's approach to developing and implementing an environmental review process for a grant fund and/or an EMP.
- The applicant's approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.
- The applicant's illustrative budget for implementing the environmental compliance activities. For the purposes of this solicitation, applicants should reflect illustrative costs for environmental compliance implementation and monitoring in their cost proposal.

10. Alliance Partners

Applicants are expected to form alliances and partnerships with non-traditional partners, private businesses, development organizations, other donors, universities, and think tanks¹⁹ to address issues and achieve results in the five objectives of this program. Specifically, applicants are expected to describe the roles, responsibilities, expertise, and commitments of their alliance partners; and how the partners will share resources, risks and rewards, leveraging significant resources, apply proven expertise, work jointly with new and existing partners.

11. Rapid Response Fund

Given that Guatemala is a country highly exposed to strong climatic events, and is considered among the top ten most vulnerable countries, USAID requires that the Recipient establish a mechanism to manage and implement a Rapid Response Fund (RRF) of \$1.5 Million over the five-year period of implementation with the purpose to provide a prompt response to crises.

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

V. CROSS-CUTTING ACTIVITIES

1. Gender

Women have lower levels of educational achievement and literacy, lower earning in formal sector employment and less property ownership, and high levels of gender-based violence and maternal mortality. The effects of climate change may impact men and women differently due to differences in their traditional roles, societal expectations, and livelihoods. Women often play a key role in many aspects of rural life and possess special skills and experiences relevant to climate change, especially knowledge of local ecosystems, natural resources management and agriculture. Women are extremely vulnerable to the effects of climate change and are often left

¹⁹ Please note that contributions from Government of Guatemala (GOG) institutions will NOT be counted as leverage since USAID and the GOG have an agreement that contemplates contributions from the GOG, which cannot be double counted.

out of technological development.

Climate change and natural resources related interventions to be effective required to be inclusive and gender-sensitive. Increased environmental degradation and poverty due to climate change will affect both men and women. Therefore, to be effective, we must understand the underlying drivers of poverty and seek methods to address them by providing alternatives to both men and women.

It is anticipated that specific activities outlined by the Applicant will address the needs of the undeserved sectors of the population, especially women and indigenous communities. The Applicant will develop approaches to expand the participation of women's and indigenous groups to the extent practicable and feasible.

The Applicant will take into consideration the following requirements to ensure that gender-related issues are well integrated into the program:

1. Present an analysis to USAID on the following:
 - a. How will the anticipated results of the program affect women and men differently?
 - b. What impact will the program have on gender inequalities?
 - c. What are the policy, legal and socio-cultural constraints to women and men becoming full beneficiaries of the program, and what design elements are required to remove or compensate for these constraints?
2. Ensure that women as well as men benefit from the program. To achieve this, the project should train field personnel on gender issues;
3. Incorporate objectives for women's membership and participation in decision-making as part of the organizational strengthening activities;
4. Identify viable women's groups for inclusion in the program and assist them to be competitive in mainstream program activities;
5. Promote to the extent possible the diversification of membership (i.e., both men and women) and of leadership of cooperatives and other groups as part of the organizational strengthening and technical assistance provided to these groups, and to consider including diversity as a criteria for group selection;
6. Include sex-disaggregated targets into their Performance Management Plans to be able to measure the progress of women's achievements relative to men's. Where practicable, household-level data will be collected which allows for analysis of levels and changes in levels for both men and women in households; and
7. Make sure that baseline data incorporates gendered approaches.

Recommendations from gender analyses will be incorporated into the detailed program planning and will comply with appropriate USAID regulations.

2. The Indigenous

41% of Guatemala's population identified themselves as indigenous in the 2002 census. Social conditions for the indigenous population have been slow to improve. Income inequality remains extreme, and two-thirds of the indigenous rural population remains poor. As a result, Guatemala ranked near the bottom of a new index measuring opportunity inequality in Latin America published by the World Bank in 2010. Considering the importance of the forest and natural resources sector to many indigenous groups and community organizations, it is important that the CNCG program works to include forest-dwelling and dependent groups into

its activities. USAID encourages supporting active participation of indigenous groups in design and implementation of CNCG initiatives, as well as in the national and local policy-making processes.

3. Working with Local Governments

Local coordination and support will be vital for the sustainability of environmentally sound management practices. Specifically, local governments (municipalities) hold significant potential to coordinate and deliver sustainable local development. If feasible, the Applicant will be required to coordinate activities with the USAID local governance/decentralization program.

4. Coordination with other donors and programs

There are many multilateral and bilateral donors currently supporting various types of climate change, biodiversity and sustainable natural resources projects in Guatemala and Central America. In order not to duplicate efforts and to maximize donor output, the CNCG program will coordinate work with other donors in the field and leverage complementary donor funding. Examples of these donors include, but are not limited to: Germany Agency for International Cooperation (GIZ), Spanish Agency for International Development Cooperation (AECID), Inter-American Development Bank (IDB), World Bank, and the European Union.

5. Key Stakeholders

As the GOG will be a primary partner in USAID/Guatemala's environment activities, the CNCG program should be built on interest from relevant GOG ministries and organizations. Partnerships with the GOG will build upon existing relationships between USAID, the Ministry of Environment and Natural Resources (MARN), the National Council of Protected Areas (CONAP), the National Forest Institute (INAB), the Ministry of Culture and Sports (MICUDE). It will be critical that close dialogue is maintained between USAID and appropriate GOG entities throughout this program to ensure that there is full buy-in and high level commitment throughout its implementation. It is important that the CNCG program engages municipal level governments to support their efforts as well as share lessons learned and success stories with other municipalities implementing similar programs.

Equally important for USAID/Guatemala is engagement with the Guatemalan private sector, which is crucial for the continued success of forestry and biodiversity conservation and global climate change initiatives, including REDD+. The CNCG program should also support the engagement of civil society groups at the national and sub-national level. These actors are involved in creating and implementing climate change and sustainable natural resources programs and have expert knowledge about their implementation. Ensuring that these civil society groups are engaged in the CNCG Program as well as working to help the groups communicate with each other will help leverage the work of all the actors in the field.

V. EVALUATION, PERFORMANCE MONITORING AND LEARNING

1. Evaluation

Under the Obama Administration, USAID has committed to evaluating programs and projects using credible impact and performance evaluation methodologies. See USAID's Evaluation Policy for specific information: <http://www.usaid.gov/evaluation/USAIDEvaluationPolicy.pdf>. In

the spirit of increasing the rigor of all USAID project evaluations, CNCG activities may require evaluations that will be solicited by USAID and conducted by objective third parties—external evaluations—and final results may be made public. CNCG should consult with USAID before conducting any sub-contracted evaluations to ensure that planned evaluation efforts will not be duplicated. CNCG cooperation and input will be needed when it is subject to such external evaluations so that the project can benefit from objective findings on project results, and redirect investments or activities when needed.

2. Performance Monitoring

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

Applicants will submit an illustrative PMP that includes notional indicators to objectively measure progress towards achieving each of the results included in the proposal, anticipated Life of Project and annual targets for these indicators, and a strategy for monitoring these indicators during implementation. Data collection efforts may be necessary at the beginning of the project to verify or establish baseline information for many of the project indicators. Most project PMP indicators will be reported on in project quarterly and annual reports. The PMP will be designed to disaggregate by gender, allowing the full capture of program impact on women. The Applicant must also address the data collection process to ensure that quality data are collected and available to inform management decisions. The key criteria for assessing the quality of performance data are: validity, reliability, timeliness, precision, and integrity.

The Applicant should be familiar with the standard indicators that USAID is obliged to measure for various agency frameworks, such as the Development Objective 3 indicators under the Guatemala CDCS, GCC standard indicators, and the Foreign Assistance Standard Indicators. Applicants are encouraged to propose additional indicators other than the illustrative ones provided in this document if they better capture the proposal's ability to measure impact. Indicators should be gender disaggregated where appropriate. The PMP will be finalized after project start-up, in consultation with USAID, and submitted with the finalized first Annual Work Plan. Any subsequent changes in the PMP will require concurrence from the AOR at USAID. The finalized project PMP will include a brief narrative outlining, at a minimum, the following:

- The Recipient's data collection method (e.g., how often data is collected, who collects the data, who analyzes the data collected, controls in place to safeguard data);
- Data quality information for all relevant indicators (USAID proposed/Recipient proposed indicators). Data quality includes: a precise definition of the indicator, unit of measure, and disaggregation information to include women and men, youth, members of vulnerable populations and people with disabilities;
- Indicator validity (i.e., the relationship between the indicator and the desired output or result);
- Life of activity targets for each relevant indicator for each fiscal year of this program; and
- The Recipients procedures for ensuring data quality of sub-recipients' reported data.

3. Learning

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

4. Website for CNCG

The selected recipient should establish, and operate a public website to provide general information and reporting on program activities. At a minimum the website will provide information under the following general headings: About; News/Events; Program Areas; Reports (to include quarterly and annual reports and all trips, technical and analytical reports prepared by the program), Results and Knowledge Management. Other sections may be added as agreed between the grantee and USAID and should contain a link to the USAID and USAID/Guatemala web pages. The website shall comply with the approved Branding Strategy and Marking Plan.

I.2) AUTHORIZING LEGISLATION

This award is authorized in accordance with the Foreign Assistance Act of 1961, as amended.

I.3) AWARD ADMINISTRATION

For U.S. organizations, 22 CFR 226, OMB Circulars, and the Standard Provisions for U.S. Nongovernmental Recipients will be applicable. For non-U.S. organizations, the Standard Provisions for Non-U.S., Nongovernmental Recipients will apply. While 22 CFR 226 does not directly apply to non-U.S. applicants, the Agreement Officer will use the standards of 22 CFR 226 in the administration of the award. For Public International Organizations (PIOs), the Standard Provisions for Grants to Public International Organizations, along selected provisions from the Standard Provisions for Non-U.S., Nongovernmental Recipients and other negotiated provisions, will be used. These documents may be accessed through the world-wide-web at: <http://www.usaid.gov/business/regulations/>

APPLICABILITY OF 22 CFR PART 226 (MAY 2005)

(a) The provisions of 22 CFR Part 226 and the Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a subrecipient from coverage. The recipient shall assure that subrecipients have copies of all the attached standard provisions.

(b) For any awards or subawards made to Non-US organizations, the "Standard Provisions for Non-US Nongovernmental Grantees" shall apply. All recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

[END OF SECTION I]

SECTION II – AWARD INFORMATION

II.1) ESTIMATE OF FUNDS AVAILABLE

Subject to the availability of funds, USAID intends to provide between \$25,000,000 and \$30,000,000 in total USAID funding for the life of the activity.

II.2) NUMBER OF AWARDS CONTEMPLATED

USAID intends to award only one (1) Cooperative Agreement pursuant to this RFA. USAID reserves the right to fund any or none of the applications submitted.

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 to the expenditure of public funds. No costs chargeable to the proposed award may be incurred before receipt of either a fully executed cooperative agreement or a specific, written authorization from the Agreement Officer.

II.3) START DATE AND PERIOD OF PERFORMANCE

The estimated period of performance for the resulting Cooperative Agreement is upon signature of the Agreement Officer through o/a September 2017. USAID intends to award this agreement o/a January 2013.

II.4) TYPE OF AWARD

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

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

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

The USAID AOR will participate in activities under the resulting Cooperative Agreement in the following manner:

1. Review and approval of annual work plans
2. Review and approval of a Performance Monitoring Plan
3. Approval of the Recipient's key personnel
4. Technical concurrence of sub-awards

5. Approval of the Rapid Response Funds activities
6. Communications materials produced by CNCG must be submitted to the USAID AOR for review and approval at key points of concept, design, development and pre-production

The USAID/Agreement Officer will be substantially involved in:

1. Approval of sub-awards made under the resulting Cooperative Agreement.
2. Approval of the Recipient's key personnel

[END OF SECTION II]

SECTION III – ELIGIBILITY INFORMATION

III.1) APPLICANTS

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

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

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

III.2) COST SHARE AND LEVERAGE

In addition to USAID funds, cost sharing and leverage are an important element in the relationship that exists between USAID's Missions and the implementing partner. To broaden the impact of the CNCG project to the fullest extent and for this program to be successful in achieving its results, it is important that the Recipient have a financial stake in the success of the program. To that end, the suggested benchmark for cost share will be 15% of the USAID contribution and leverage at a 1:0.5 contribution (\$1 from USAID and \$0.5 of leverage).

[END OF SECTION III]

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

This application is found on the internet at <http://www.grants.gov/> Potential applicants that cannot download application materials electronically may request electronic copies of the RFA by contacting:

IV.1) POINT OF CONTACT

Ms. Alejandra Garcia
A&A Specialist
USAID/Guatemala
Email: cncg@usaid.gov

IV.2) REQUIRED FORMS

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

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

These forms can be found in the following links

- SF-424 <http://apply07.grants.gov/apply/forms/sample/SF424-V2.0.pdf>
- SF-424A <http://apply07.grants.gov/apply/forms/sample/SF424A-V1.0.pdf>
- SF-424B <http://apply07.grants.gov/apply/forms/sample/SF424B-V1.1.pdf>

IV.3) REQUIRED CERTIFICATIONS

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

1. Assurance of Compliance with Laws and Regulations Governing Nondiscrimination in Federally Assisted Programs (This assurance applies to Non-U.S. organizations, if any part of the program will be undertaken in the U.S.);
2. Certification Regarding Lobbying (22 CFR 227);
3. Prohibition on Assistance to Drug Traffickers for covered Countries and Individuals (ADS 206);
4. Certification Regarding Terrorist Financing, Implementing Executive Order 13224 (AAPD 04-14);
5. A signed copy of Key Individual Certification Narcotics Offenses and Drug Trafficking (ADS 206.3.10);
6. A signed copy of Participant Certification Narcotics Offenses and Drug Trafficking (ADS 206.3.10).
7. The Survey on Ensuring Equal Opportunity for Applicants;
8. Other Statements of Recipient (TIN, DUNS, LOC, procurement information, type of organization, estimated costs of communications products);

Electronic copy of these certifications can be also found in the following link:

<http://www.usaid.gov/policy/ads/300/303sad.pdf>

IV.4) APPLICATION PREPARATION GUIDELINES

Application may be submitted by institutions individually or in group. In the case of a group, the

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

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

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

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

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

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

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

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

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

Hard copies should be submitted to:

Ms. Alejandra Garcia
 Acquisition & Assistance Specialist
 USAID/Guatemala
 Km 6.5 Final Blvd. Los Próceres
 Santa Catarina Pinula, Guatemala

Hard copies should be marked with the RFA No. RFA-520-12-000007

5. Electronic mail: All electronic files containing Technical and Cost Applications must be clearly marked on the subject line with the following words "RFA-520-12-000007". Submit applications electronically (email) in compliance with the following conditions:

- The USAID email gateway accepts messages whose total size with attachments is 15 Mb (no zipped or compressed files);
- Email applications must be submitted to cncg@usaid.gov, the subject line of the email must contain the RFA number "RFA-520-12-000007".
- Acceptable native file formats for all documents submitted are Microsoft Office Suite (Office 2003 or greater) applications (.DOC, .XLS) or Adobe Acrobat (.PDF);
- Time of receipt of the email is the USAID email gateway time-stamp of the message header;

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

6. Point of Contact – Applications addressed to Alejandra Garcia Acquisition Specialist in the address above are due by 10:00 am (Guatemala time) on **July 9, 2012.**

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

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

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

10. 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:

(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 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"

(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."

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

IV.5) TECHNICAL APPLICATION FORMAT

Although no specific technical application format is mandated, the technical applications should take into account the guidance below.

Applicants shall submit an application in response to this solicitation that is specific, clear, and complete, and that responds to the instructions set forth in this Section. Application shall be written in English and typed on standard 8 1/2" x 11" paper, single spaced, 12 characters per inch with each page numbered consecutively. The application must be organized according to the Technical Evaluation Criteria.

The technical application **shall not exceed 30 pages**, excluding annexes (resumes, Charts, such as Management Structure Organizational Chart(s), Performance Monitoring Plan). The annexes shall not to exceed a total of 25 additional pages (this may be printed on one side or both sides), excluding resumes/curriculum vitae of proposed personnel. An application that exceeds this page limit will only be evaluated through page 30 and the remaining pages will not be evaluated.

The technical application shall address the following:

1. Technical Approach

Applicants will submit a comprehensive, articulate plan describing their technical approach to assist Guatemala on improved sustainable management and conservation of natural resources to mitigate impacts of Global Climate Change, as outlined in this RFA. The technical approach should demonstrate a clear understanding of the drivers of deforestation and forest degradation, innovative approaches to reducing emissions from deforestation and forest degradation and to

support vulnerable populations in incorporating adaptation measures in response of climate change impacts; the role of biodiversity conservation, sustainable management and income generation from natural resources (especially forests), and enhancement of forest carbon stocks in Guatemala. In particular, the plan should present approaches that strengthen the policy and legal framework needed in Guatemala to mitigate climate change impacts and for the implementation of a national REDD strategy. The technical approach should also describe how the Applicant will provide inventive ways to strengthen institutional and technical capacity of Guatemalan civil society organizations working in forests and biodiversity, climate change, adaptation, REDD+, low carbon development, carbon markets and finance.

The technical approach needs to fully respond the program description and should provide the following information in succinct yet comprehensive manner:

- a) A brief description of the overall strategy and comprehensive, detailed plan of the specific activities to be performed and how these activities address the goals and performance objectives identified herein. The Applicant should demonstrate established command in the technical fields required by the RFA and discuss strategy, methodology, activities, resource requirements and expected impact by the end of the Agreement.
- b) An implementation plan that shows how anticipated results for each project objective are to be achieved, and how the project will ensure sustainability and institutionalization of partnership activities after the life of the project.
- c) A results framework and logical framework that outlines results, objectives, verifiable indicators and assumptions which capture the entire picture of the project, as well as the Performance Monitoring Plan (PMP) that includes the indicators that will measure the achievement of results.

2. Management and Staffing Plan

The management and staffing plan should address the staffing requirements described in Section IV. 7 Activity Management of the Program Description and include Key and Non-Key Personnel to be used to perform the program. The plan should clearly state the appropriateness of the comprehensive management strategy that highlights approaches for staffing/recruitment and cost-containment, minimizes management costs, and reserves the highest possible level of funding for implementing this program.

Specifically, the plan should provide:

- a) The management and staffing plan should be responsive and comprehensive, including staffing/recruiting plans, and ability to assemble technical assistance teams. This should include a clear description of roles and responsibilities among the home office and offices in Guatemala (Guatemala City, Peten and/or Western Highlands), organizational chart, and approach and timeframe for mobilization.
- b) The plan should clearly state cost containment approaches that minimize management costs, reserves the highest possible level of funding for implementing this program. This plan should also include long term staff combined with high level short term technical assistance consultants. The use of local staff and sub-grants or partnerships with local NGOs should be emphasized to build local capacity and optimize effectiveness.

- c) A clear and detailed description of Key personnel and how these people meet the staffing requirements. Evaluation will include the strengths and qualifications of the candidates proposed in relation to the required qualifications identified below.

Key Personnel

Chief of Party

The Chief of Party (COP) will serve as the Institutional Liaison with priority partners and with other USAID/Guatemala sponsored projects, and will be responsible for technical supervision and administrative oversight for the program. The COP will have the following set of qualifications:

- The COP must have between six to eight years of experience in a managerial position in Guatemala or in Latin America, with a minimum of five years of experience in management or technical assistance in fields related to the subject matter of this program, such as natural resource management, sustainable forestry management, climate change topics, REDD+, biodiversity conservation, etc.
- The COP must demonstrate skills on problem solving, collaboration, creativity and willingness to innovate, management skills, communication skills and history of productive involvement with a wide range and levels of organizations (government, community organizations, NGOs, private sector, research institutions).
- Proven leadership in the administration of similar international donor support programs with skills in strategic planning, supervision and budgeting.
- Graduate degree (Master's degree) in a relevant field of study. A higher degree is desirable.
- S/he must be proficient in Spanish and English.

Global Climate Change (GCC) Specialist

The GCC Specialist will have the following set of qualifications:

- At least five years of experience working in climate change related issues, such as adaptation and forestry/natural resources management.
- Solid knowledge of Guatemala's forest/natural resources sector, biodiversity conservation and climate change policies, laws, development and management issues.
- An advanced degree (Masters or higher) in a relevant discipline such as environmental science, forestry, climate change, ecology, sustainable agriculture or environmental-related field.
- Knowledge of UNFCCC policies and guidelines, low carbon development and forest incentives such as REDD, CDM, and voluntary markets is highly desirable.
- Excellent analytical, writing, communication, presentation, and training skills.
- S/he must be proficient in English and Spanish.

Monitoring and Evaluation (M&E) Specialist

The M&E Specialist will have the following set of qualifications:

- Minimum of five years working in similar activities.
- S/he must have demonstrated abilities and experience in natural resources and climate change monitoring and evaluation analysis and reporting with international organizations.

- A university degree in related fields is required.
- Knowledge of Information Technology, Geographic Information Systems (GIS) and mapping is highly desirable.
- S/he must possess excellent written and speaking English and Spanish skills.

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

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

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

3. Institutional Capacity and Past Performance

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

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

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

Program Description summary	Primary location of work	Term of performance	Dollar Value	Award type & Number	Organization / Contracting Entity/ AOTR/COTR Name	e-mail address and Tel. No.

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

In cases where the applicant lacks relevant performance history, information on performance is

not available, then the applicant will not be evaluated favorably or unfavorably on performance.

IV.6) COST/BUSINESS APPLICATION FORMAT

The Cost/Business Application should be prepared following the guidance provided below. All information discussed below should be included in the application in the manner and format described below.

1. Separateness: The Cost/Business application must be completely separate from the applicant's technical application. The application must be submitted using SF 424 and SF 424A "Application for Federal Assistance".

2. Cost Information Submission: The cost information submitted must include three distinct parts: a) the SF 424; b) the budget; and c) budget notes.

a. SF 424

The cost application should be for a period of five years and the following form needs to be filled out and included in the cost application: SF 424A.

<http://apply07.grants.gov/apply/forms/sample/SF424A-V1.0.pdf>

b. Budget

The information to be presented under the Cost/Business Application must be presented per cost category by year and with a summary total for all five years. Budget line items must coincide with the ones detailed in section c below

Year 1: from the date of award – September 2013

Year 2: October 2013 – September 2014

Year 3: October 2014 – September 2015

Year 4: October 2015 – September 2016

Year 5: October 2016 – September 2017

c. Budget Notes

To support the costs proposed, please provide detailed budget notes/narrative for all costs explaining how all costs were derived. The combination of the cost data and breakdowns specified above and the cost notes must be sufficient to allow a determination whether the costs estimated are reasonable and realistic. The following section provides guidance on issues involving specific types of costs and the line items to be used in the budget table.

i) Salary and Wages – Propose direct salaries and wages in accordance with applicant's current (as of application submittal) personnel policies.

Compensation, including merit or promotion increases paid to Third Country Nationals (TCN) and Cooperating Country Nationals (CCN) shall be in accordance with the applicant's personnel policies as well as market value in Guatemala. The maximum annual basic rate for a professional high level may not exceed Q548,841 per year. The compensation of such TCN and CCN employees shall be paid in the currency of the cooperating country.

Applicants should note that USAID/Guatemala looks to promote engaging local talent to the furthest extent that is practical and possible. Therefore, proposing TCNs for this program will be scrutinized and the rationale for going against this practice will be seriously questioned. Note that TCNs that are legal residents of Guatemala are considered CCNs.

Pursuant to the most recent local compensation plan, dated June 6, 2010, the following represent the minimum and maximum annual basic compensation paid for different professional CCN levels:

Professional level	Minimum annual basic rate	Maximum annual basic rate
Clerical staff	Q 34,703	Q 147,407
Administrative staff	Q133,375	Q 301,125
Professional [low level]	Q 230,914	Q 357,922
Professional [mid level]	Q 310,769	Q 481,697
Professional [high level]	Q 354,093	Q 548,841

ii) Fringe Benefits - If the applicant has a fringe benefit rate that has been approved by an agency of the Government, such rate should be used and evidence of its approval should be provided. If a fringe benefit rate has not been so approved, the application should include a detailed breakdown comprised of all items of fringe benefits and the costs of each, expressed in dollars and as a percentage of salaries.

iii) Travel and Transportation - The application should indicate the number of trips, domestic and international, and the estimated costs per trip. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per diem should be based on the applicant's normal and current travel policies (applicants may choose to refer to the Federal Standardized Travel Regulations for cost estimates).

iv) Equipment – Specify all equipment to be purchased, including the type of equipment, the unit cost, the number of units to be purchased and the expected geographic source.

v) Materials and Supplies – Specify all materials and supplies expected to be purchased, including type, unit cost and units.

vi) Communications – Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these types of costs.

vii) Subcontracts/Consultants – Information sufficient to determine the reasonableness of the cost of each specific subcontract and consultant expected to be hired must be included. The level of effort for short-term consultants should not exceed 260 days for workweek. Similar information should be provided for all consultants as is provided under the category for personnel.

viii) Sub-grants - Funding for this purpose shall not to exceed \$5 million over the life of the project.

ix) Allowances – Allowances should be broken down by specific type and by person. Allowances should be in accordance with the applicant’s policies and the applicable regulations and policies.

x) Direct Facilities Costs – Specific information regarding the cost of any facilities needed to perform program activities. The information provided should include the unit cost (rent), the time-period the facilities are needed and the number of facilities. Only facilities that directly benefit the program activities should be included in this category; all other facility costs should be included in the indirect cost category.

xi) Other Direct Costs - This includes report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the applicant's fringe benefits, as well as any other miscellaneous costs which directly benefit the program proposed by the applicant). The narrative should provide a breakdown and support for all other direct costs. If seminars and conferences are included, the applicant should indicate the subject, venue and duration of proposed conferences and seminars, and their relationship to the objectives of the program, along with estimates of costs.

xii) Rapid Response Fund (RRF) – Per instructions in Section I. IV.11., the applicant is required to include in its cost application a line item for the life of the Project for implementation of the RRF mechanism.

xiii) Legal fees – Consulting services (contracting of a legal firm) with regards to organization’s registration in Guatemala for any U.S. Organization. However, legal registration (actual amount to be paid to the Host Governments) should be charged to Applicant’s indirect costs pool.

xiv) Indirect Costs - The applicant should support the proposed indirect cost rate with a letter from a cognizant U.S. Government audit agency or with sufficient information for USAID to determine the reasonableness of any such cost proposed to be associated with this agreement. (For example, a breakdown of labor bases and overhead pools, the method of determining the direct versus the indirect costs, a description of all costs in the pools, etc.).

Non-US organizations without an authorized Negotiated Indirect Cost Rate Agreement (NICRA) should charge the administrative/management costs as direct costs.

d. Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID

Goods and services provided by the Recipient under the USAID-financed award are expected to be subject to the 937 Geographic Code. Please refer to revised ADS 310 and 22CFR228, effective February 6, 2012 for more information on this subject.

3. Cost Sharing-Leverage: The suggested benchmark for cost share will be 15% of the USAID contribution and leverage at a 1:0.5 contribution (\$1 from USAID and \$0.5 of leverage). Applicants must submit a detail of what they expect to include under cost share and under leverage during the life of the program. Cost Share proposed must be in accordance with 22CFR226.23.

4. Management Costs: Applicants should minimize their administrative and support costs for managing the project in order to maximize the funds available for project activities. The Applicant must submit a summary of costs reflecting the total and overall percentage of costs that are going directly to support the program; and the total indirect costs. USAID encourages

an economical and streamlined implementation approach to support development assistance objectives. The Applicant will demonstrate that USAID funds will benefit the largest number of people, utilizing the least amount of funds for administrative and management costs. The approach should guarantee fair and transparent allocation of resources.

5. Teaming: If the applicant is a group of organizations that has actually formed a separate entity – i.e. a joint venture -- for the purposes of this application, then the Cost/Business application must include a copy of the documents that set forth the legal relationship between the partner organizations. If no joint venture is involved, the Cost/ Business Application should include a complete discussion of the relationship between the applicant and its partner organizations, how work under the program will be allocated, how work will be organized and managed and copies of all agreements between the partner organizations.

In all cases, the cost information provided in part 2.c of this subsection should indicate the amounts committed to each member of the team. The Budget notes described in part 2.c of this subsection should discuss which team member is bearing a particular cost where appropriate and justify and explain the cost in question.

6. Certifications: Certifications included in RFA Attachment 1 must be included with the cost proposal.

7. Financial Resources: The Cost/Business Application should include information on the applicant's financial status and management.

- (a) Audited financial statements for the past three years,
- (b) Organization chart, by-laws, constitution, and articles of incorporation, if applicable,
- (c) If the applicant has made a certification to USAID that its personnel, procurement and travel policies are compliant with applicable OMB circular and other applicable USAID and Federal regulations, a copy of the certification should be included with the application. If the certification has not been made to USAID/Washington, the applicant should submit a copy of its personnel (especially regarding salary and wage scales, merit increases, promotions, leave, differentials, etc.), travel and procurement policies, and indicate whether personnel and travel policies and procedures have been reviewed and approved by any agency of the Federal Government. If so, provide the name, address, and phone number of the cognizant reviewing official.
- (d) If applicable, approval of the organization's accounting system by a U. S. Government agency including the name, addresses, and telephone number of the cognizant auditor.

Submit similar information for all partner organizations.

8. Responsibility: 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:

- (a) Has adequate financial resources or the ability to obtain such resources as required during the performance of the award.
- (b) Has the ability to comply with the award conditions, taking into account all existing and currently prospective commitments of the applicant, nongovernmental and governmental.

(c) Has a satisfactory record of performance. In the absence of evidence to the contrary or circumstances properly beyond the control of the applicant, applicants who are or have been deficient in current or recent performance (when the number of grants, contracts, and cooperative agreements, and the extent of any deficiency of each, are considered) shall be presumed to be unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a determination of non-responsibility, unless there is clear evidence of subsequent satisfactory performance. The Agreement Officer will collect and evaluate data on past performance of applicants.

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

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

Applicant may submit any additional evidence of responsibility considered necessary in order for the Agreement Officer to make a determination of responsibility. Please note that a positive responsibility determination is a requirement for award, and all organization shall be subject to a pre-award survey to verify the information provided and substantiate the determination.

Submit similar information for all partner organizations at the prime level.

IV.7) SUBMISSION DEADLINES

Applications are due to USAID/Guatemala by **10:00 a.m. Guatemala Time on July 9, 2012**. Applications which are submitted late or are incomplete run the risk of not being considered in the review process. Because making an award is critical to USG foreign policy goals, time is important and late application(s) may be accepted, at the sole discretion of the Agreement Officer.

[END OF SECTION IV]

SECTION V – APPLICATION REVIEW INFORMATION

V.1) EVALUATION CRITERIA

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

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

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

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

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

1. Technical Approach

This evaluation factor is comprised of the following three (3) sub-factors:

- A brief description of the overall strategy and comprehensive, detailed plan of the specific activities to be performed and how these activities address the goals and performance objectives identified herein. The Applicant should demonstrate established command in the technical fields required by the RFA and discuss strategy, methodology, activities, resource requirements and expected impact by the end of the Agreement.
- An implementation plan that shows how anticipated results for each project objective are to be achieved, and how the project will ensure sustainability and institutionalization of partnership activities after the life of the project.
- A results framework and logical framework that outlines results, objectives, verifiable

indicators and assumptions which capture the entire picture of the project, as well as the Performance Monitoring Plan (PMP) that includes the indicators that will measure the achievement of results

2. Management and Staffing Plan

This evaluation factor is comprised of the following three (3) sub-factors:

- The management and staffing plan should be responsive and comprehensive, including staffing/recruiting plans, and ability to assemble technical assistance teams. This should include a clear description of roles and responsibilities among the home office and offices in Guatemala (Guatemala City, Peten and/or Western Highlands), organizational chart, and approach and timeframe for mobilization.
- The plan should clearly state cost containment approaches that minimizes management costs, reserves the highest possible level of funding for implementing this program. This plan should also include long term staff combined with high level short term technical assistance consultants. The use of local staff and sub-grants or partnerships with local NGOs should be emphasized to build local capacity and optimize effectiveness.
- Key Personnel – A clear and detailed description of Key personnel and how these people meet the staffing requirements. Evaluation will include the strengths and qualifications of the candidates proposed in relation to the required qualifications. USAID considers the Chief of Party, Global Climate Change (GCC) Specialist, and Monitoring and Evaluation (M&E) Specialist to be key personnel.

3. Institutional Capacity and Past Performance

As part of the evaluation of performance USAID will evaluate the extent to which the Applicant complies with the following:

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

4. Cost

The Applicant must submit a detailed budget and budget narrative that support its proposed cost estimates. Cost applications will be evaluated based on cost fairness, cost realism, completeness, and reasonableness. Cost realism is defined as the Applicant's ability to project costs which are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the Applicant's technical capacity.

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

5. Cost Share-and Leverage

In addition to USAID funds, cost sharing and leverage are an important element in the relationship that exists between USAID's Missions and the implementing partner. To broaden the impact of the CNCG project to the fullest extent and for this program to be successful in achieving its results, it is important that the Recipient have a financial stake in the success of the program. To that end, the suggested benchmark for cost share will be 15% of the USAID contribution and leverage at a 1:0.5 contribution (\$1 from USAID and \$0.5 of leverage).

V.2) EVALUATION SYSTEM

The following adjectival scoring system will be used by the technical evaluation committee to assess each of the technical criteria and the technical applications as a whole:

“Outstanding”	O Very significantly exceeds most or all solicitation requirements. Response exceeds a “Better” rating. The applicant has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated.
“Better”	B Fully meets all solicitation requirements and significantly exceeds many of the solicitation requirements. Response exceeds an “Acceptable” rating. The areas in which the applicant exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality.
“Acceptable”	A Meets all solicitation requirements. Complete, comprehensive, and exemplifies an understanding of the scope and depth of the task requirements as well as the applicant’s understanding of the Government’s requirements.
“Marginal”	M Less than “Acceptable” There are some deficiencies in the technical proposal. However, given the opportunity for discussions, the technical proposal has a reasonable chance of becoming at least “Acceptable”. (Areas of a technical proposal which remain to be “Marginal” after “Final Application Revision” offers shall not be subject to further discussion or revision.) If award is made on the initial offers, there will not be an opportunity for discussions nor a chance to become at least “Acceptable”.
“Unacceptable”	U Technical application has many deficiencies and/or gross omissions: Failure to understand much of the scope of work necessary to perform the required tasks; failure to provide a reasonable, logical approach to fulfilling much of the Government’s requirements; failure to meet many personnel requirements of the solicitation. (When applying this adjective to the technical proposal as a whole, the technical proposal must be so unacceptable in one or more areas that it would have to be significantly revised to attempt to make it other than acceptable.)

V.3) BRANDING STRATEGY AND MARKING PLAN

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

The Agreement Officer evaluates and approves the Branding Strategy and a Marking Plan (including any request for exceptions) of the apparently successful applicant, consistent with the provisions “Branding Strategy”, “Marking Plan”, and “Marking of USAID-funded Assistance Awards” contained in **AAPD 05-11, 22 CFR 226.91, and ADS 320.**

V.4) AWARD

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

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

[END OF SECTION V]

SECTION VI – AWARD ADMINISTRATION INFORMATION

VI.1) RESPONSIBILITY DETERMINATION AND PRE-AWARD SURVEY

Before making any award, the USAID Agreement Officer must be fully satisfied that the applicant has the capacity to adequately perform on the award in accordance with principles established by USAID and the Office of Management and Budget (OMB).

A positive responsibility determination means that the applicant possesses or has the ability to obtain the necessary management competence to plan and carry out the assistance program to be funded, and that the applicant will practice mutually agreed upon methods of accountability for funds and other assets provided by USAID.

VI.2) AWARD NOTIFICATION

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

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

VI.3) ROLES AND RESPONSIBILITIES

The applicant shall be responsible to USAID/Guatemala for all matters related to the execution of the agreement. Specifically, the recipient shall report to the USAID Agreement Officer Representative (AOR) located within the Economic Growth Office.

VI.4) REPORTING

The Recipient will be required to submit the following reports during CNCG program implementation to the Agreement Officer Representative (AOR) as indicated below:

1. Financial Reporting

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

Electronic copies of the SF-425 can be found at http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf and <http://www.forms.gov/bqfPortal/docDetails.do?dId=15149>

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

Financial reports will also show the total amount of funds leveraged and executed, the amount of cash funds leveraged and executed, and the amount of in-kind resources leveraged and executed each quarter and each fiscal year.

A. Required Reports for Earmarked Funds

Due to earmarked funding, the Recipient shall provide input for required Congressional reports, Operational Plans, and the Annual Performance Plan and Report, as requested by the AOR.

2. Program Reporting

The Recipient will be required to submit the following performance reports to the Agreement

Officer Representative (AOR) in English in hard copy (one original and one copy) and electronically with an Executive Summary in Spanish.

A. Annual Work Plan

Within 90 days of award the Recipient will submit for USAID AOR approval its first Annual Work Plan in English from the effective date of the Cooperative Agreement to September 2013. Subsequent work plans in English will cover the period October 1 to September 30 of following year and shall be submitted on August 30 of each year.

The Annual Work Plans must include:

- Proposed accomplishments for the fiscal year, and expected progress toward achieving Cooperative Agreements results that are linked to the Performance Monitoring Plan (PMP);
- Timeline for implementation of the year's proposed activities, including target completion dates;
- Information on how activities will be implemented;
- Analysis of possible obstacles hindering achievement of objectives;
- Detailed budget by principal activities and also by line item, broken down by quarters. The Annual Work Plan must show planned expenditures and actual expenditures to date;
- Activity Fact Sheet or Activity Profile, in Spanish and English, that summarizes pertinent information regarding the CNCG program that can be used for preparing media kits and for disseminating to interested stakeholders;
- A description of any information, communication, education, and training materials planned. These materials will be submitted for approval by the AOR at the design stage prior to printing, reproducing, disseminating or airing. AOR approval will focus on the materials' technical content, presentation, and compliance with the Branding Strategy and Marking Plan. The Recipient must ensure that all branding and marking specifications laid out in the Branding Strategy and Marking Plan have been followed prior to submitting the material for AOR approval;
- Proposed activities, including planned local and international training events, expected results;
- Steps to be taken to monitor and ensure compliance with USAID Environmental Procedures, Reg 216.
- International travel plan for the year.
- A description of the approach that the applicant will use to ensure coordination, collaboration and information sharing with other partners.

B. Procurement Plan

The Recipient shall submit a Procurement Plan along with the annual Work Plans. The Procurement Plan shall contain the following:

- Specifications and the estimated cost of all non-expendable supplies and equipment expected to be purchased in the coming fiscal year;
- An explanation of the intended use of each item; and
- The source and origin of each item.

C. Quarterly Performance Reports

Thirty (30) days after the end of each quarter, January 31, April 29, July 31, October 31 the Recipient will be required to provide quarterly performance reports in English to describe activities undertaken, alliances established (both number of alliances and amount of non-

Federal funds leveraged in cash and in kind) during the quarter, report on progress made toward achieving results, and make necessary adjustments for activities, timelines, etc. that will be undertaken in the next quarter.

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

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

The Recipient is required to provide quarterly data for the indicators in the program's Performance Monitoring Plan.

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

The Recipient will be required to submit technical reports, in English to USAID's Development Experience Clearinghouse (DEC) in either electronic (preferred) or paper form to one of the following: (A) Online: <http://dec.usaid.gov>; or (B) By Mail (for pouch delivery): DEX Document Submissions, M/CIO/KM/DEC, RRB M.01-010, Washington, DC 20523-6100. The recipient shall include in its quarterly performance report a list of all documents submitted to DEC during the reporting period.

D. Annual Reports

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

Annual Reports will describe:

- a. The extent to which objectives and targets contained in the Annual Work Plan have been achieved;
- b. Highlights of major achievements during the year;
- c. Significant implementation problems encountered during the year and progress toward achievement of results;
- d. Actions taken to resolve problems;
- e. Performance measures, indicators and benchmarks, tied to the Annual Work Plan and the Performance Monitoring Plan targets, for the quarter and the entire previous fiscal year;

- f. Include a summary of lessons learned, observations and recommendations that might be relevant to programming, design and implementation of similar or follow-on activities; and
- g. Environmental compliance required as indicated in the USAID Environmental Threshold Decision.

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

The annual reports shall include success stories for publication as well as amount and source of cash and in-kind resources leveraged.

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

E. Accrual Reports

The 5th day of the last month of each calendar quarter (Jan.-Mar., Apr.-June, July-Sept., Oct.-Dec.), the Recipient will submit to USAID/Guatemala an accrual report containing at least the following elements:

- 1) total amount obligated;
- 2) total amount disbursed up to the end of the previous quarter;
- 3) monthly expenditures and/or expected expenditures for the current quarter;
- and
- 4) remaining unexpended funds.

The report shall be submitted electronically in PDF to the AOR and other administrative staff as indicated by USAID in a format to be provided by USAID for that purpose.

F. Weekly Highlights and Success Stories

The Recipient may submit input for USAID/Guatemala's weekly report to the AOR and occasional "success stories" for publication by USAID.

G. Final Performance Report

A final performance report in English is required within 90 days of the expiration of the Cooperative Agreement. The final performance report should include a description of the activity, the accomplishments and successes achieved during the Agreement period in terms of the expectations of activity design and changes in the activity environment as well as any shortcomings and/or difficulties encountered; an assessment of the progress towards achievement of the objectives or results, including gender aspects; a summary of performance indicators used and an assessment of their relative usefulness. The final report shall include a summary of lessons learned and recommendations that might be relevant to programming, design and implementation of similar or follow-on activities.

It also must include a list of all publications, evaluations and media products that were sent to the USAID DEC during the life of the Agreement. The Recipient will be required to submit technical reports, in English to USAID's DEC in either electronic (preferred) or paper form to one of the following: (A) Online: <http://dec.usaid.gov>; or (B) By Mail (for pouch delivery): DEX Document Submissions, M/CIO/KM/DEC, RRB M.01-010, Washington, DC 20523-6100.

VI.5) VALUE ADDED TAX

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

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

VI.6) PARTICIPANT TRAINING

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

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

VI.7) USE OF PROJECT VEHICLES

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

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

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

VI.8) RECIPIENT'S STAFF SUPPORT, ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS AND LEGAL REGISTRATION IN THE COOPERATING COUNTRY

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

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

VI.9) STANDARD PROVISIONS

The following Standard Provisions will apply to the resulting award:

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

[END OF SECTION VI]

SECTION VII – AGENCY CONTACTS

The Agreement Officer for this Award is:

Regional Agreement Officer
USAID/San Salvador

The A&A Specialist for this Award is:

Ms. Alejandra Garcia
Acquisition and Assistance Specialist
USAID/Guatemala
Email: cncg@usaid.gov
Telephone: (502) 2422-4124

[END OF SECTION VII]

SECTION VIII – OTHER INFORMATION

USAID reserves the right to fund any or none of the applications submitted as a result of this Request for Applications (RFA).

VIII.1) EARMARKS

This program will be directly supportive of various important earmarks under *Development Objective Three: Improved Management of Natural Resources to Mitigate Impacts of Global Climate Change* such as Biodiversity, Sustainable Landscapes (GCCl) and Adaptation (GCCi).

Applicant shall follow current agency guidance at the time of implementation (also see Attachment 7) on the use of USAID funds for these earmarks and it will be required:

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

Applicant should describe their approach to respond to the Biodiversity earmark and GCC on two of the three pillars of the GCC initiative; Sustainable Landscapes and Adaptation (see Attachment 7 for definitions).

Each objective described in Section I.1 of this RFA will be funded with the following applicable earmarks:

OBJECTIVE	APPLICABLE EARMARK
Objective 1: Market-driven conservation strategies	Biodiversity, GCC Sustainable Landscapes
Objective 2: REDD+	GCC Sustainable Landscapes
Objective 3: Enhance adaptation capacity to the impacts of climate change	GCC Adaptation
Objective 4: Strengthen Guatemalan NGOs	Biodiversity, GCC Sustainable Landscapes, GCC Adaptation
Objective 5: LEDS	GCC Sustainable Landscapes

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

VIII.2) BRANDING STRATEGY - ASSISTANCE (December 2005):

(a) Definitions

Branding Strategy means a strategy that is submitted at the specific request of a USAID Agreement Officer by an apparently successful applicant after evaluation of an application for USAID funding, describing how the program, project, or activity is named and positioned, and how it is promoted and communicated to beneficiaries and host country citizens. It identifies all

donors and explains how they will be acknowledged.

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

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

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

(c) Submission Requirements

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

(1) Positioning

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

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

If it would be inappropriate or is not possible to "brand" the project this way, such as when rehabilitating a structure that already exists or if there are multiple donors, please explain and indicate how you intend to showcase USAID's involvement in publicizing the program or project. For example: School #123, rehabilitated by USAID and [Apparently Successful Applicant]/ [other donors]. Note: the Agency prefers "made possible by (or with) the generous support of the American People" next to the USAID Identity in acknowledging our contribution, instead of the phrase "funded by." USAID prefers local language translations.

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

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

(2) Program Communications and Publicity

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

Guidelines: Please include direct beneficiaries and any special target segments or influencers. For Example: Primary audience: schoolgirls age 8-12, Secondary audience: teachers and parents—specifically mothers.

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

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

What is the main program message(s)?

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

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

Guidelines: These may include media releases, press conferences, public events, and so forth. Note: incorporating the message, "USAID from the American People", and the USAID Identity is required.

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

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

(3) Acknowledgements

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

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

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

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

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

VIII.3) MARKING PLAN – ASSISTANCE (December 2005)

(a) Definitions

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

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

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

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

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

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

Presumptive Exception (iii). USAID marking requirements may not apply if they would undercut

host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official (22 C.F.R. 226.91(h)(3)).

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

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

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

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

(b) Submission. The Apparently Successful Applicant, upon the request of the Agreement Officer, will submit and negotiate a Marking Plan that addresses the details of the public communications, commodities, program materials that will visibly bear the USAID Identity. The marking plan will be customized for the particular program, project, or activity under the resultant grant or cooperative agreement. The plan will be included in and made a part of the resulting grant or cooperative agreement. USAID and the Apparently Successful Applicant will negotiate the Marking Plan within the time specified by the Agreement Officer. Failure to submit and negotiate a Marking Plan will make the applicant ineligible for award of a grant or cooperative agreement. The applicant must include an estimate of all costs associated with branding and marking USAID programs, such as plaques, labels, banners, press events, promotional materials, and so forth in the budget portion of its application. These costs are subject to revision and negotiation with the Agreement Officer upon submission of the Marking Plan and will be incorporated into the Total Estimated Amount of the grant, cooperative agreement or other assistance instrument.

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

(1) A description of the public communications, commodities, and program materials that the Recipient shall be produced 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, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID;

(iii) events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences, and other public activities; and (iv) all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies and other materials

funded by USAID, and their export packaging.

(2) A table specifying:

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

(3) A table specifying:

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

(d) Presumptive Exceptions.

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

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

- (i) For Presumptive Exception (i), identify the USAID Strategic Objective, Interim Result, or program goal furthered by an appearance of neutrality, or state why the program, project, activity, commodity, or communication is 'intrinsically neutral.' Identify, by category or deliverable item, examples of program materials funded under the award for which you are seeking exception 1.
- (ii) For Presumptive Exception (ii), state what data, studies, or other deliverables will be produced under the USAID funded award, and explain why the data, studies, or deliverables must be seen as credible.
- (iii) For Presumptive Exception (iii), identify the item or media product produced under the USAID funded award, and explain why each item or product, or category of item and product, is better positioned as an item or product produced by the cooperating country government.
- (iv) For Presumptive Exception (iv), identify the item or commodity to be marked, or categories of items or commodities, and explain how marking would impair the item's or commodity's functionality.
- (v) For Presumptive Exception (v), explain why marking would not be cost-beneficial or practical.
- (vi) For Presumptive Exception (vi), identify the relevant cultural or social norm, and explain why marking would violate that norm or otherwise be inappropriate.

(vii) For Presumptive Exception (vii), identify the applicable international law violated by marking.

(3) The Agreement Officer will review the request for adequacy and reasonableness. In consultation with the Cognizant Technical Officer and other agency personnel as necessary, the Agreement Officer will approve or disapprove the requested Presumptive Exception. Approved exceptions will be made part of the approved Marking Plan, and will apply for the term of the award, unless provided otherwise.

(e) Award Criteria: The Agreement Officer will review the Marking Plan for adequacy and reasonableness, ensuring that it contains sufficient detail and information concerning public communications, commodities, and program materials that will visibly bear the USAID Identity. The Agreement Officer will evaluate the plan to ensure that it is consistent with the stated objectives of the award; with the applicant's cost data submissions; with the applicant's actual project, activity, or program performance plan; and with the regulatory requirements of 22 C.F.R. 226.91. The Agreement Officer will approve or disapprove any requested Presumptive Exceptions (see paragraph (d)) on the basis of adequacy and reasonableness. The Agreement Officer may obtain advice and recommendations from technical experts while performing the evaluation.

VIII.4) MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (December 2005)

(a) Definitions

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

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

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

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 C.F.R. 226.2.

Technical Assistance means the provision of funds, goods, services, or other foreign assistance, such as loan guarantees or food for work, to developing countries and other USAID recipients, and through such recipients to 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 brand mark, with the tagline that clearly communicates that our assistance is “from the American people.” The USAID Identity is available on the USAID website at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards.

(b) Marking of Program Deliverables

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

equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.

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

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

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

(9) 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 C.F.R. 226.2, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

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

(11) The Recipient shall provide the Cognizant Technical Officer (CTO) 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 shall 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 shall 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 shall 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 shall produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity.

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

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

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

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

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

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

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

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

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

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

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

(d) Waivers.

(1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The Recipient shall submit the request through the Cognizant Technical Officer. The

Principal Officer is responsible for approvals or disapprovals of waiver requests.

- (2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient's own identity/logo or that of a third party on materials that will be subject to the waiver.
- (3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.
- (4) Approved waivers "flow down" to recipients of subawards unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.
- (5) Determinations regarding waiver requests are subject to appeal to the Principal Officer's cognizant Assistant Administrator. The recipient may appeal by submitting a written request to reconsider the Principal Officer's waiver determination to the cognizant Assistant Administrator.

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

**Certifications, Assurances, and Other Statements of the Recipient
Additional Help for ADS Chapter 303**

Part I – Certifications and Assurances

1. Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs

(a) The recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 shall verify that the individual or entity does not (i) appear on the master list of [Specially Designated Nationals and Blocked Persons](#), which is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC), or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
 - b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
 - c. Before providing any material support or resources to an individual or entity, the Recipient shall 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 assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

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

Signature: _____

Name: _____

Date: _____

Address: _____

Date of Birth: _____

NOTICE:

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

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

Part IV – Survey on Ensuring Equal Opportunity for Applicants

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

Part V – Other Statements of Recipient

1. Authorized Individuals

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

Name	Title	Telephone No.	Facsimile/Email

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 e-mail Dun and Bradstreet at globalinfo@dbisma.com to obtain the location and phone number of the local Dun and Bradstreet Information Services office.

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

DUNS: _____

4. Letter of Credit (LOC) Number

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

LOC: _____

5. Procurement Information

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

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

\$ _____

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

TYPE/DESCRIPTION (Generic) _____

QUANTITY _____

ESTIMATED UNIT COST _____

(d) Source, 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 SUPPLIER _____
 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

MARKING PLAN (for illustrative purposes only)

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

* Consult ADS 320 and Sections (b) (1-5) under “Marking of Program Deliverables” of the Marking Standard Provision for further description (Attachment 3 of AAPD 05-11).

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

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

1. APPLICABILITY OF 22 CFR PART 226 (May 2005)

a. All provisions of 22 CFR 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in part 226, unless a section specifically excludes a subrecipient from coverage. The recipient shall assure that subrecipients have copies of all the attached standard provisions.

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

[END OF PROVISION]

2. 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]

***3. PROHIBITION AGAINST DISCRIMINATION (Oct 2011)**

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

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. Recipients must comply with the requirements of the first paragraph of this provision and in addition, the Agency strongly encourages its recipients and their sub-recipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases.

[END OF PROVISION]

4. NONLIABILITY (NOVEMBER 1985)

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

[END OF PROVISION]

5. AMENDMENT (NOVEMBER 1985)

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

[END OF PROVISION]

6. NOTICES (NOVEMBER 1985)

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

To the USAID Agreement Officer, at the address specified in the award.

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

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

[END OF PROVISION]

7. SUBAGREEMENTS (June 1999)

Subrecipients, subawardees, and contractors have no relationship with USAID under the terms of this agreement. All required USAID approvals must be directed through the recipient to USAID.

[END OF PROVISION]

8. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (December 2003)

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

<u>Standard Provision</u>	<u>Burden Estimate</u>
Air Travel and Transportation	1 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1
Voluntary Population Planning	.5
Protection of the Individual as a Research Subject	1
<u>22 CFR 226</u>	<u>Burden Estimate</u>
22 CFR 226.40-.49, Procurement of Goods and Services	1
22 CFR 226.30 -.36,	

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

Property Standards

1.5

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

[END OF PROVISION]

***9. 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](#) 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]

10. 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]

11. 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

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

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

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

and

(iv) 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, and the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within 10 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]

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

- a. All the requirements of 22 CFR Part 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

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

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]

13. 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]

14. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (December 2005)

a. Definitions

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

Principal Officer means the most senior officer in a USAID Operating Unit in the field, 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 non-presence countries, the cognizant Principal Officer is the Senior USAID officer in a regional USAID Operating Unit responsible for the non-presence country, or in the absence of such a responsible operating unit, the Principal U.S Diplomatic Officer in the non-presence country exercising delegated authority from USAID.

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

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 pre-production 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 Cognizant Technical Officer (CTO) 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]

15. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)

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

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

b. The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be 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, no employee of the recipient shall 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, nor shall the individual make loans or investments to or in any business, profession, or occupation in the foreign countries to which the individual is assigned.

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

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

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

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

[END OF PROVISION]

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

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

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

[END OF PROVISION]

17. USE OF POUCH FACILITIES (AUGUST 1992)

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

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

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

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

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

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

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

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

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

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

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

[END OF PROVISION]

18. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

(This provision is applicable when costs for international travel or transportation will be paid for with USAID funds. 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.)

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(ies).

(2) The information noted at a.(1) above is incorporated in: the proposal, the program description or schedule of the award, the 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 b.(1)(i) or (ii) above, the recipient will observe the following standards:

(i) Send a written notice to the cognizant USAID Technical Office 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 Technical Officer 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 shall contain the following information: the award number, the cognizant Technical Officer, 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 Technical Officer 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 USAID Technical Officer 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 travelling. 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 US 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 shall, 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 grantee.

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 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]

19. OCEAN SHIPMENT OF GOODS (JUNE 1999)

(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.)

a. At least 50% of the gross tonnage of all goods purchased under this agreement and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.

b. At least 50% of the gross freight revenue generated by shipments of goods purchased under this agreement and transported to the cooperating countries on dry cargo liners shall 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 grantee may request a determination of non-availability from the Office of Acquisition and Assistance, Transportation Division, Washington, DC 20523, giving the basis for the request which will relieve the grantee 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 grant.

d. The recipient shall 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 Acquisition and Assistance
Transportation Division
1300 Pennsylvania Avenue, NW.,
Washington, DC 20523-7900

e. Shipments by voluntary nonprofit relief agencies (for example, PVOs) shall be 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 grant must meet applicable eligibility requirements set out in 22 CFR 228.21.

[END OF PROVISION]

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

Requirements for Voluntary Sterilization Programs

- (1) None of the funds made available under this award shall 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, shall 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]

21. 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.

ADDENDUM #1 (FEBRUARY 2012)

Effective February 13, 2012, and pursuant to a USAID impracticality determination under 2 CFR 25.110(d)(2)(ii), this provision does not apply to grants and cooperative agreements with a total value of less than \$25,000 awarded to foreign entities performing work outside the United States. In addition, subparagraph b. of this provision, requiring DUNS numbers for subawards,

does not apply to subawards of less than \$25,000 made to foreign subrecipients performing work outside the United States.

[END OF PROVISION]

22. 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.fsrc.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.fsrc.gov specify.

b. Reporting Total Compensation of Recipient Executives.

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

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

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

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

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

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

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

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

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

c. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

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

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

(i) To the recipient.

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

d. Exemptions.

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

- (1) Subawards, and
- (2) The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions.

For purposes of this award term:

- (1) Entity means all of the following, as defined in 2 CFR 25:
 - (i) A governmental organization, which is a State, local government, or Indian tribe;
 - (ii) A foreign public entity;
 - (iii) A domestic or foreign nonprofit organization;
 - (iv) A domestic or foreign for-profit organization; and
 - (v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- (2) Executive means officers, managing partners, or any other employees in management positions.
- (3) Subaward:
 - (i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - (ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A- 133, "Audits of States, Local Governments, and Non- Profit Organizations").
 - (iii) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- (4) Subrecipient means an entity that:
 - (i) Receives a subaward from you (the recipient) under this award; and
 - (ii) Is accountable to you for the use of the Federal funds provided by the subaward.
- (5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - (i) Salary and bonus.

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

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

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

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

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

[END OF PROVISION]

23. 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 subsection 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]

II. Required As Applicable Standard Provisions for 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 303.3.4.

1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (April 1998)
2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (April 1998)
3. NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (April 1998)
4. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)
5. PARTICIPANT TRAINING (April 1998)
6. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)
7. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (April 1998)
8. CARE OF LABORATORY ANIMALS (MARCH 2004)
9. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOVEMBER 1985)
10. PUBLIC NOTICES (MARCH 2004)
11. (RESERVED)
- *12. COST SHARING (MATCHING) (February 2012)
13. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)
14. INVESTMENT PROMOTION (NOVEMBER 2003)
15. REPORTING OF FOREIGN TAXES (March 2006)
16. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (January 2002)
17. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004)
18. PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION - ASSISTANCE (JULY 2004)
19. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)
20. CONDOMS (JUNE 2005)
21. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005)
22. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

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

23. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE
AWARDS INVOLVING CONSTRUCTION (September 2004)

II. REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL RECIPIENTS

1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (April 1998)

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

NEGOTIATED INDIRECT COST RATES - PREDETERMINED (April 1998)

- a. The allowable indirect costs shall be determined by applying the predetermined indirect cost rates to the bases specified in the schedule of this award.
- b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed predetermined indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, the proposed predetermined indirect cost rates, and supporting cost data to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of predetermined indirect cost rates shall begin soon after receipt of the recipient's proposal.
- c. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- d. The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon predetermined rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the specific items treated as direct costs. The indirect cost rate agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- e. Pending establishment of predetermined indirect costs rates for any fiscal year, the recipient shall be reimbursed either at the rates fixed for the previous fiscal year or at billing rates acceptable to the USAID Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year or other period are established.

[END OF PROVISION]

2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (April 1998)

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

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

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

- b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.
- c. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- d. The results of each negotiation shall be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall 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 shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- e. Pending establishment of final indirect cost rate(s) for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.
- f. Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

[END OF PROVISION]

3. NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (April 1998)

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

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

- a. Provisional indirect cost rates shall 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 shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of this award. Indirect cost rates and the appropriate bases shall be established in accordance with FAR Subpart 42.7.
- b. Within six months after the close of the recipient's fiscal year, the recipient shall submit to the cognizant agency for audit the proposed final indirect cost rates and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit three copies of the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.

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

- c. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- d. The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall 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 shall 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 shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.
- f. Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

[END OF PROVISION]

4. 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 shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit final documents in electronic format unless no electronic version exists at the following address:

Online (preferred)
dec.usaid.gov/index.cfm?p=docSubmit.home

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 shall 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.

5. PARTICIPANT TRAINING (April 1998)

APPLICABILITY: *This provision is applicable when any participant training is financed under the award.*

PARTICIPANT TRAINING (April 1998)

a. Definition: 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 shall comply with the policies established in ADS Chapter 253, Participant Training, except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Office of International Training.

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 United States 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 EGAT/ED/PT.

[END OF PROVISION]

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

APPLICABILITY: *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, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

b. Requirements for Voluntary Family Planning Projects

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

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

(3) Service providers and referral agents in the project shall 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 shall 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) No person shall 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 shall 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 shall 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 shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9)

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

ii) The recipient shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall 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 shall provide USAID such additional information about violations as USAID may request.

c. Additional Requirements for Voluntary Sterilization Programs

(1) None of the funds made available under this award shall 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 shall 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 shall 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 shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.

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

d. Prohibition on Abortion-Related Activities:

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

7. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (April 1998)

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

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

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

b. Recipient organizations must comply with USAID policy when humans are the subject of research, as defined in 22 CFR 225.102(d), funded by the grant and recipients must provide

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

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

[END OF PROVISION]

8. CARE OF LABORATORY ANIMALS (MARCH 2004)

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

CARE OF LABORATORY ANIMALS (MARCH 2004)

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

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

c. In the care of any live animals used or intended for use in the performance of this grant, the recipient shall adhere to the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animals Resources, National Academy of Sciences - National Research Council (NAS-NRC), and in the United States Department of Agriculture's (USDA) regulations and standards issued under the Public Laws enumerated in a. above. In case of conflict between standards, the higher standard shall be used. The recipient's reports on portions of the award in which animals were used shall contain a certificate stating that the animals were cared for in accordance with the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources, NAS-NRC, and/or in the regulations and standards as promulgated by the Agricultural Research Service, USDA, pursuant to the Laboratory Animal Welfare Act of 24 August 1966, as amended (P.L. 89-544 and P.L. 91-579). NOTE: The recipient may request registration of the recipient's facility and a current listing of licensed dealers from the Regional

Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which the recipient's research facility is located. The location of the appropriate APHIS Regional Office as well as information concerning this program may be obtained by contacting the Senior Staff Office, Animal Care Staff, USDA/APHIS, 4700 River Road, Unit 84, Riverdale, MD 20737-1234 and at www.aphis.usda.gov/animal_welfare/index.shtml.

[END OF PROVISION]

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

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

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

- a. Except as modified by the schedule of this grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the recipient by USAID or by the cooperating country, shall at all times be in the name of the cooperating country or such public or private agency as the cooperating country may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the schedule of this award. All such property shall 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 shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.
- b. The recipient shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The recipient shall take all reasonable steps to comply with all appropriate directions or instructions which the Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.
- c. The recipient shall prepare and establish a program, to be approved by the appropriate USAID Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient shall be guided by the following requirements:

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

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

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

- (iii) The location of each item of property acquired or furnished under this award.
- (iv) A record of any usable components which are permanently removed from items of cooperating country property as a result of modification or otherwise.
- (v) A record of disposition of each item acquired or furnished under the award.
- (vi) Date of order and receipt of any item acquired or furnished under the award.
- (vii) The official property control records shall 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 shall be submitted yearly concurrently with the annual report.

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

- (i) Disclosure of need for and the performance of preventive maintenance,
- (ii) Disclosure and reporting of need for capital type rehabilitation, and
- (iii) Recording of work accomplished under the program:
 - (A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.
 - (B) Records of maintenance - The recipient's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.
 - (C) A report of status of maintenance of cooperating country property shall be submitted annually concurrently with the annual report.

d. Risk of Loss:

(1) The recipient shall not be liable for any loss of or damage to the cooperating country property, or for expenses incidental to such loss or damage except that the recipient shall 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 cooperating country property as required by (i) above; or

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

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

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

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

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

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

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

- (i) The lost, destroyed, or damaged cooperating country property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the cooperating country property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

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

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

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

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

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

[END OF PROVISION]

10. PUBLIC NOTICES (MARCH 2004)

APPLICABILITY: *This provision is applicable when the cognizant Activity Manager or SO Team determines that the award is of public interest and requests that the provision be included in the award.*

PUBLIC NOTICES (MARCH 2004)

It is USAID's policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 120 countries worldwide."

The recipient may call on USAID's Bureau for Legislative and Public Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the cognizant Technical Officer and to USAID's Bureau for Legislative and Public Affairs as far in advance of release as possible.

[END OF PROVISION]

11. (RESERVED)

***12. COST SHARING (MATCHING) (February 2012)**

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

COST SHARING (MATCHING) (February 2012)

- a. If at the end of any funding period, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID incremental funding in the following funding period. If the award has expired or has been terminated, the Agreement Officer may require the recipient to refund the difference to USAID.
- b. The source and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

[END OF PROVISION]

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

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

PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

- a. USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.
- b.
 - (1) For any loan over \$1,000 made under this agreement, the recipient shall insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall, or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140.
 - (2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate, or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.
- c.
 - (1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.
 - (2) The recipient shall 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]

14. 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]

15. 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

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

\$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) Report is 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] [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]

16. 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, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" or as approved by the Agreement Officer. These provisions also must be included in the Standard Provisions of any new grant or cooperative agreement to a public international organization or a U.S. or non-U.S. nongovernmental organization financed with FY04 HIV/AIDS funds or modification to an existing grant or cooperative agreement that adds FY04 HIV/AIDS.

[END OF PROVISION]

17. 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 U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote, support or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall 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. Foreign organizations, whether prime or subrecipients, that receive U.S. Government 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 shall 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]

18. 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 U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall 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 Public International Organizations receiving U.S. Government 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 shall 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 shall insert this provision in all sub-agreements under this award.

(D) This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination, in whole or in part, of the agreement by USAID prior to the end of its term.

[END OF STANDARD PROVISION]

19. 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 shall not be 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]

20. 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 shall be medically accurate and shall include the public health benefits and failure rates of such use and shall 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.htm
|

[END OF PROVISION]

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

b. 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; 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 shall 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 shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

[END OF PROVISION]

22. USAID Disability Policy - Assistance (December 2004)

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

USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following Web site:

pdf.usaid.gov/pdf_docs/PDABQ631.pdf

b. USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

[END OF PROVISION]

23. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (September 2004)

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

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

a. One of the objectives of the USAID Disability Policy is to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations, and other donors in fostering a climate of nondiscrimination against people with disabilities. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following Web site: **pdf.usaid.gov/pdf_docs/PDABQ631.pdf**.

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

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

standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA will be used.

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

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

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

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

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

[END OF PROVISION]

[END OF STANDARD PROVISIONS]

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.
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[END OF PROVISION]

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.

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

- 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

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

(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

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

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)

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

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

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

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

c. Definitions. For purposes of this award term:

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

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

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

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

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

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

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

(4) Subaward:

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

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

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

(5) Subrecipient means an entity that:

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

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

ADDENDUM #1 (FEBRUARY 2012)

Effective February 13, 2012, and pursuant to a USAID impracticality determination under 2 CFR 25.110(d)(2)(ii), this provision does not apply to grants and cooperative agreements with a total value of less than \$25,000 awarded to foreign entities performing work outside the United States. In addition, subparagraph b. of this provision, requiring DUNS numbers for subawards, does not apply to subawards of less than \$25,000 made to foreign subrecipients performing work outside the United States.

[END OF PROVISION]

19. 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)

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]

II. 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.**

1. PAYMENT – ADVANCE (OCTOBER 1998)
2. PAYMENT – REIMBURSEMENT (MAY 1986)
3. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)
4. OCEAN SHIPMENT OF GOODS (JUNE 1999)
5. PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)
- *6. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (FEBRUARY 2012)
7. SUBAGREEMENTS (OCTOBER 1998)
8. PATENT RIGHTS (JUNE 1993)
9. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)
10. PROHIBITION AGAINST DISCRIMINATION (Oct 2011)
11. REGULATIONS GOVERNING EMPLOYEES (JUNE 1993)
12. PARTICIPANT TRAINING (OCTOBER 1998)
13. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)
14. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (OCTOBER 1998)
15. INDIRECT COST RATES - PROVISIONAL (Nonprofit) (OCTOBER 1998)
16. TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; OVER \$50,000) (OCTOBER 1998)
17. TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; \$50,000 and Under) (OCTOBER 1998)
18. TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT TITLE) (OCTOBER 1998)
19. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (OCTOBER 1998)
- *20. COST SHARING (MATCHING) (FEBRUARY 2012)
21. PUBLIC NOTICES (JUNE 1993)
22. PROGRAM INCOME (OCTOBER 1998)
23. (Reserved)
24. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)
25. INVESTMENT PROMOTION (NOVEMBER 2003)
26. REPORTING OF FOREIGN TAXES (MARCH 2006)
27. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JANUARY 2002)
28. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JULY 2004)

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

29. PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION - ASSISTANCE (JULY 2004)
30. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)
31. CONDOMS (JUNE 2005)
32. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005)
33. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)
34. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)

1. 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)

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)

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)

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)

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)**

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:

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

(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)

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)

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 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).

I. 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)

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]

10. PROHIBITION AGAINST DISCRIMINATION (Oct 2011)

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

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. Recipients must comply with the requirements of the first paragraph of this provision and in addition, the Agency strongly encourages its recipients and their sub-recipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases.

[END OF PROVISION]

11. 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)

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)

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)

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)

- 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)

- 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

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

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)**

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)

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 Government's 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)

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)**

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)

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)

a. The recipient must apply the standards set forth in this provision to account for program income earned under the award.

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

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)

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)

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)

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 (i) 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)

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)

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)

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)

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)

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.htm

[END OF PROVISION]

32. 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)

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)

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]

Attachment 5

Survey on Ensuring Equal Opportunity for Applicants

SURVEY ON ENSURING EQUAL OPPORTUNITY FOR APPLICANTS

OMB No. 1890-0014 Exp. 02/28/09

Purpose: The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

Instructions for Submitting the Survey: If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

Applicant's (Organization) Name: _____

Applicant's DUNS Number: _____

Federal Program: _____ **CFDA Number:** _____

1. Has the applicant ever received a grant or contract from the Federal government?

Yes No

2. Is the applicant a faith-based organization?

Yes No

3. Is the applicant a secular organization?

Yes No

4. Does the applicant have 501(c)(3) status?

Yes No

5. Is the applicant a local affiliate of a national organization?

Yes No

6. How many full-time equivalent employees does the applicant have? *(Check only one box).*

3 or Fewer 15-50
 4-5 51-100
 6-14 over 100

7. What is the size of the applicant's annual budget?

(Check only one box.)

Less Than \$150,000
 \$150,000 - \$299,999
 \$300,000 - \$499,999
 \$500,000 - \$999,999
 \$1,000,000 - \$4,999,999
 \$5,000,000 or more

Survey Instructions on Ensuring Equal Opportunity for Applicants

Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number.

1. Self-explanatory.
2. Self-identify.
3. Self-identify.
4. 501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.
5. Self-explanatory.
6. For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.
7. Annual budget means the amount of money your organization spends each year on all of its activities.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1890-0014. The time required to complete this information collection is estimated to average five (5) minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. **If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:** The Agency Contact listed in this grant application package.

Acronym List

AECID	Spanish Agency for International Development Cooperation
ADS	Automated Directives System
AOR	Agreement Officer's Representative
CDCS	Country Development Cooperation Strategy
CDM	Clean Development Mechanism
CFR	Code of Federal Regulations
CICC	Inter-Institutional Commission of Climate Change
CNCG	Climate, Nature and Communities in Guatemala
CO₂	Carbon Dioxide
CONAP	National Council of Protected Areas
COP	Conference of the Parties
COP	Chief of Party
CRI	Climate Risk Index
DANIDA	Danish Development Cooperation
DEC	Development Experience Clearinghouse
DOS	Department of State
DUNS	Data Universal Numbering System
ECLAC	Economic Commission for Latin America and the Caribbean
EC-LEDS	Enhancing Capacity for Low Emission Development Strategies
ECPA	Energy and Climate Partnership of the Americas
EMP	Environmental Mitigation Plan
ER	Environmental Review
ERF	Environmental Review Form
ENRD	National Strategy for the Reduction of Deforestation
FGDC	Federal Geographic Data Committee
FSC	Forestry Stewardship Council
FTF	Feed the Future
FUNDESA	Foundation for the Development of Guatemala
GCC	Global Climate Change
GCCI	Global Climate Change Initiative
GHG	Greenhouse Gas
GHI	Global Health Initiative
GIS	Geographic Information System
GIZ	Germany Agency for International Cooperation
GOG	Government of Guatemala
ICC	Institute of Climate Change
IDB	Inter-American Development Bank
IEC	Information, Education, and Communication
IEE	Initial Environmental Examination
INAB	National Forest Institute
IUCN	International Union for Conservation of Nature

LAC	Latin America and Caribbean
LEDS	Low Emission Development Strategy
MAGA	Ministry of Agriculture, Livestock and Food
MARN	Ministry of Environment and Natural Resources
MBR	Mayan Biosphere Reserve
M&E	Monitoring and Evaluation
MEM	Ministry of Energy and Mines
MEO	Mission Environment Officer
MICUDE	Ministry of Culture and Sports
MRV	Monitoring, Reporting, and Validation
MSME	Micro, small – and medium-scale enterprise
NGO	Non-governmental Organization
OMB	Office of Management and Budget
PACUNAM	Foundation for Natural Heritage and Maya Culture
PINFOR	In Guatemala: Programa de Incentivos Forestales (Forestry Incentive Program)
PINPEP	In Guatemala: Programa de Incentivos para Pequeños Poseedores de Tierras de Vocación Forestal o Agroforestal (Forestry or Agroforestry Incentive Program for small land holders)
PMP	Performance Monitoring Plan
PRS	Policy Regulatory Support
PSMAA	Multi-Annual Sectoral Plan for Environment and Water
REA	Regional Environmental Advisor
REDD+	Reducing Emissions from Deforestation and Forest Degradation
RFA	Request for application
RPP	Readiness Preparation Proposal
RRF	Rapid Response Fund
SESAN	Guatemalan Food Security Secretariat
SIGAP	Guatemalan System of Protected Areas
SME	Small- and medium-scale enterprise
SO	Strategic Objective
UGS	United States Government
UNFCCC	United Nations Framework Convention on Climate Change
USAID	United States Agency for International Development
WCS	Wildlife Conservation Society

Adaptation, Sustainable Landscapes and Biodiversity definitions

The following definitions are based on USAID documents, but have been modified to specifically focus on topics related to this RFA.

Climate Change and Environment

Global Climate Change (GCC)

GCC is **not** a Key Issue in itself; but rather, three Sub-Key Issues (**Adaptation, Clean Energy, and Sustainable Landscapes**) that are treated as a Key Issues package. In the case of Guatemala, we are not implementing clean energy activities.

GCC programs should address the Administration’s goal of helping developing countries achieve climate-resilient and low emissions development by supporting one or more of the priority activities.

The following definitions address the usage and criteria for the GCC Sub-Key Issues:

GCC - Adaptation (GCC-AD)

The goal of adaptation programming is to reduce the vulnerability of people, places and livelihoods to negative impacts of climate change by integrating effective adaptive strategies into key development sectors, including agriculture and food security, infrastructure, health, water, disaster preparedness, and conflict prevention. A GCC adaptation program, whether funded with direct or indirect funds, must meet the three requirements below. Within each requirement, standards for direct and indirect GCC funding may differ (see below). *Note: This criterion may be updated based on language in the final appropriations bill.*

Adaptation Criteria Summary Table	
Focused (Direct²⁰/Initiative)	
Funding Source	Focused Adaptation control level
Objective	Explicit, primary GCC goal or objective
Policy Priority Activities	<ul style="list-style-type: none"> • Science & analysis to inform decision making in topics sensitive to climate, including context-specific vulnerability assessments • Improved governance to address climate-related risks Piloting, evaluating and implementing effective adaptation methods and systems to address climate-related risks.
Indicators	All programs must monitor their impact on addressing climate change using one or more GCC indicators, at least one of which must be a standard GCC Adaptation indicator.

Note: The [Adaptation Guidance Manual, http://inside.usaid.gov/EGAT/stories/2007_9_17.html](http://inside.usaid.gov/EGAT/stories/2007_9_17.html) developed by USAID provides information on what is involved in conducting vulnerability and adaptation analyses.

²⁰ Indirect funds, not referenced here, are defined as any sector funds outside of focused GCC funds, including, but not limited to other USAID initiatives

GCC - Sustainable Landscapes (GCC-SL) requirements:

The goal of sustainable landscapes programming in FY 2011 is to slow, halt and reverse deforestation as outlined in the U.S. Reducing Emissions from Deforestation and Degradation of Forests (REDD+) strategy. Sustainable landscapes programs, whether funded with direct or indirect funds, must meet the five requirements below. Within each requirement, standards for direct and indirect GCC funding may differ (see below). Note that these requirements reflect the full scope and strategic focus of the U.S. REDD+ Strategy.

Note: This criterion may be updated based on language in the final appropriations bill.

Sustainable Landscapes Criteria Summary Table	
Focused (Direct/Initiative)	
Funding Source	Focused Sustainable Landscapes control level
Objective	Explicit, primary GCC goal or objective
Policy Priority Activities	<ul style="list-style-type: none"> • Creation and implementation of national strategic plans on climate change mitigation, including LEDS and REDD+ assessments • Emissions inventories for land use • Social and environmental aspects of REDD+ • Readiness for pay-for-performance programs, including carbon markets • National policy reforms with emissions benefits REDD+ field demonstration activities linked to sub-national or national frameworks
Site Level Activities on Forest Mitigation	Focused programs that have field sites should support field activities whose primary intent is to reduce greenhouse gas emissions from, or enhance sequestration of carbon associated with, forests (see FAO definition of "Forest" http://www.fao.org/docrep/006/ad665e/ad665e06.htm).
Indicators	All programs must monitor their impact on addressing climate change using one or more GCC Sustainable Landscapes indicators, at least one of which must be a standard GCC indicator. USAID programs with field level activities and impacts must report estimated CO2 emissions reductions and sequestration. Note: Hectares measures can be converted to CO2 estimates via http://winrock.stage.datarq.net/gcc/

Biodiversity (BID)

This Key Issue cuts across Strategic Program Structure (SPS) Objectives and meets a congressional earmark. Activities must have biodiversity conservation as an explicit objective in natural and managed terrestrial and aquatic ecosystems. In addition, activities are identified through an analysis of the threats to biodiversity, and have associated indicators for biodiversity conservation. Activities may be site-based or non-site-specific, such as policy-level initiatives. Any site-based work is implemented in biologically significant areas. Ex situ conservation of wild species and their germplasm may also be included when explicitly linked to biodiversity conservation.

Important: Activities attributed to the Biodiversity Key Issue **may not** be double-counted as **Focused** GCC activities under the GCC Sub-Key Issues. The Biodiversity Key Issue can also be counted as **Indirect** under the GCC Sub-Key Issues where applicable. Examples of indirect funds are biodiversity earmarked funds that are used to promote GCC activities.

In responding to this Key Issue, please also answer the following four questions.

ATTACHMENT 7

1. The activity must have an explicit biodiversity objective; it is not enough to have biodiversity conservation result as a positive externality from another program. What is/are the biodiversity objective(s)?
2. Activities must be identified based on an analysis of threats to biodiversity. What analysis was used, what threats were identified, and how will activities address the identified threats?
3. The activity must monitor associated indicators for biodiversity conservation. What indicators will be monitored and how?
4. Site-based programs must have the intent to positively impact biodiversity in biologically significant areas. Where are programs located (e.g. national park, marine sanctuary, periphery to a park) and, if not obvious, why are the areas biologically significant (e.g. migratory corridor, part of the range of an endangered species, etc.)?

GUIDELINES FOR IMPLEMENTING PARTNERS ON THE USAID LAC ENVIRONMENTAL MITIGATION PLAN (EMP)

October 28th, 2009

A. Background

All projects funded by USAID must conform to US environmental regulations (22 CFR 216) requiring evaluation to ensure that no adverse environmental impacts result from the projects, that cannot be mitigated. All USAID programs funded through USAID LAC Missions fall under an Environmental Threshold Decision (ETD) designated at the Strategic Objective level. The Environmental Mitigation Plan (EMP), so described by these guidelines, ensures programmatic compliance with 22 CFR 216 by meeting the conditions specified in the applicable ETDs authorized by the USAID Latin America and the Caribbean (LAC) Bureau Environmental Officer (BEO).

Programs implemented by USAID LAC Mission implementing partners (IPs) include a range of discrete-activities under various awards that will likely have a risk for adverse environmental impact. Illustrative discrete activities include building refurbishment and medical waste management. This EMP procedure will provide for both the screening for environmental risk, preparation of a mitigation plan and reporting on monitoring of these mitigation measures, which require that appropriate consideration is given to gender as a social impact factor in the development of a mitigation plan and subsequent measures.

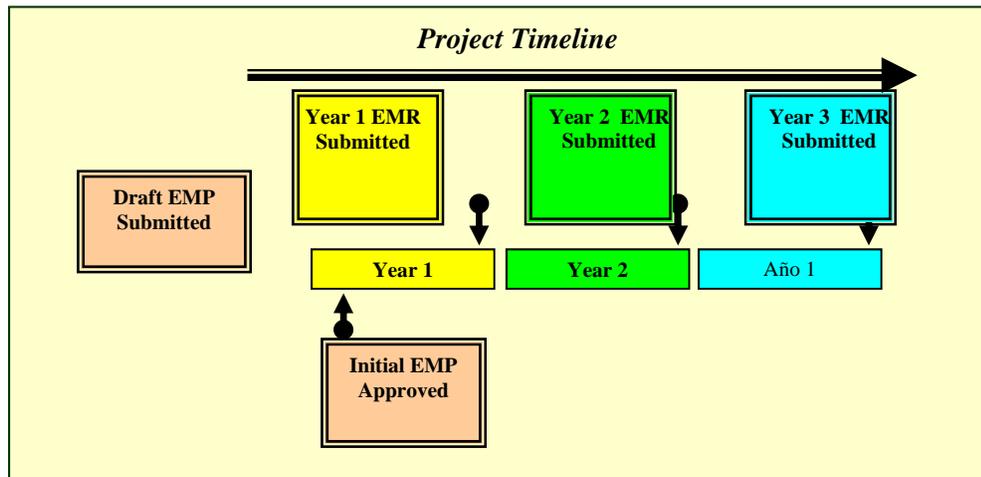
The EMP initially categorizes projects into three types: No Risk, Medium Risk and High Risk. Those with No Risk can continue without further review. Those with High Risk must be reconsidered for the need of an Environmental Assessment. The EMP deals with those projects at Medium Risk (*see Figure 2*).

All grantees/contractors will be required to fill out an Environmental Mitigation Plan per project type that includes:

1. The Environmental Screening Form,
2. The Identification of Mitigation Plan, and
3. The Environmental Monitoring and Tracking Table.

Program managers/COTRs and Chiefs of Parties can work with the USAID Mission Environment Officer (MEO) to ensure impacts are sufficiently identified and mitigation actions are agreed upon, including clear guidance on the procedures for gender integration where fitting.

Figure 1: Timeline of Reporting Requirements for Environmental Mitigation



B. Timing of Reporting Requirements

Once a site-specific project has been identified, an initial EMP is submitted by the applicant or contractor to the COTR/AOTR. The EMP is reviewed and must be approved by the Mission Environmental Officer and/or Regional Environmental Advisor before commencing activities. For sub grants, the grantee is required to fill out the EMP and submit it for approval to the Chief of Party (COP). The COP then submits the EMP for review and final approval to the COTR and MEO. Gender issues must be addressed in the Environmental Mitigation Plan in keeping with the Agency’s executive message on gender integration dated May 4, 2009

A format for this initial EMP can be seen in attachment 1; it includes:

1. An initial screening process using the “Environmental Screening Form” (Appendix 1, Table 1) to assure the project is at the Medium Risk Level followed by,
2. The identification of potential impacts and related mitigation measures using the “Identification of Mitigation Plan” (Appendix 1, Table 2) for each sub-activity.
3. The Environmental Monitoring and Tracking Table (Appendix 1 Table 3) that documents the necessary mitigation measures to be monitored, lists monitoring indicators, and includes who will conduct the monitoring when. Table 3 also includes a monitoring chart that documents who conducted the monitoring and the effectiveness of the mitigation measures.

At the end of each year of implementation, the EMP is resubmitted with the same information as provided initially, plus a component reflecting the status of implementation and effectiveness monitoring, of the identified mitigation measures using the “Environmental Monitoring and Tracking Table” (Appendix 1, Table 3). This table will be used for project environmental monitoring and will be submitted to the USAID Contracting Officer’s Technical Representative

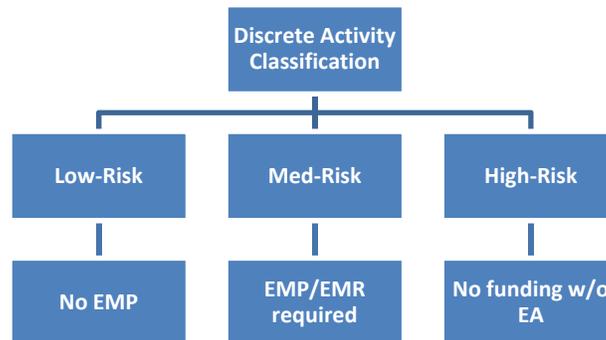
(COTR), formerly known as CTO, on an annual basis along with the initial EMP as well as a narrative providing details on the mitigation process. The report should not exceed ten pages (excluding annexes).

C. Initial Environmental Mitigation Report

1. Classification of Level of Risk

Components of a program or discrete activities under an award can have varying levels of risk for environmental damage and therefore require different courses of action (Figure 2). No-risk activities, classified under “i” below, do not require the EMP as they already should have been addressed under a “categorical exclusion” determination in the original SO-level IEE and Environmental Threshold Decision or subsequent amendmens. High-risk activities (“ii”) will have significant environmental impacts that will require an Environmental Assessment (EA) contracted through the IP with MEO consultation to a professional environmental impact assessment organization with final approval by the LAC Bureau Environmental Officer. Such activities are not to be avoided if they meet a crucial need of the community (e.g., solid waste disposal facility, municipal-scale waste water treatment plant). Medium-risk activities (“iii”) will require the IP to screen environmental impacts and plan for mitigation of adverse environmental impacts. It is to these medium-risk activities that this EMP guidance primarily applies.

Figure 2: Schematic of required action based on the level of risk of a component or discrete activity under an award.



i. Discrete Activities that Do Not Require Mitigation Plans (No-Risk):

An illustrative list of no-risk discrete activities where no mitigation reporting is required includes:

- Education or training*, unless it implements or leads to implementation of actions that impacts the environment (such as construction of schools or use of pesticides),
- Community awareness initiatives,
- Controlled research/demonstration projects in a small area,
- Technical studies or assistance,
- Information transfers.

If there is a risk that the actual implementation of materials learned during training could

adversely impact the environment (e.g., training on agricultural techniques), the training is expected to include as part of its curriculum, an analysis of environmental impacts and planning for mitigation.

ii. Discrete Activities that Cannot be Supported (High-Risk):

Under the environmental regulations of USAID, if there is a discrete activity which is considered critical to the needs of the community that may have a significant environmental impact, such activities will require an Environmental Assessment. In the case of pesticide use a Pesticide Evaluation Report and Safer Use Action Plan (PERSUAP) will need to be prepared by the partner and approved by the USAID Latin America and the Caribbean (LAC) Bureau Environmental Officer (BEO). Such activities include but are not limited to:

- Agricultural, livestock introduction or other activities that involve forest conversion,
- Resettlement of human populations,
- Large water management systems such as dams or impoundments,
- Drainage of wetlands,
- Introduction of exotic plants or animals,
- Permanent modification of the habitat supporting an endangered species,
- **Industrial level plant production or processing (this does not include community or regional plant nurseries aimed at restoring areas after fires),**
- **Installation of aquaculture systems in sensitive lakes, marine waters (not land-based fish ponds),**
- Procurement of timber harvesting equipment, including chainsaws,
- Use of pesticides (insecticides, herbicides, acaricides, fungicides),
- Large scale construction in un-degraded land,
- Large scale new construction involving permanent living quarters and/or sanitation facilities,
- Cutting of trees over 20 cm diameter breast height, especially tropical trees, except as needed to control disease or maintain forest health.
- Construction of new roads or upgrading/maintenance of extensive road, fire break or trail systems through un-degraded forest land or natural habitats.

iii. Discrete Activities that can be Supported if Mitigation Measures are Planned and Implemented (Medium-Risk):

Many discrete activities under an agreement will fall between the two extremes mentioned above and offer some adverse environmental impact that can be mitigated with proper planning. For these activities the Implementing Partner (IP) will be responsible for completing the EMP on an annual basis.

2. Sector-Specific Environmental Screening Form

The Environmental Screening Form contains information relevant to the potential environmental impact over the life of activity to natural resource and communities, local planning permits, and environment and health. If items in the Environmental Screening

Form (Appendix 1, Table 1) from Column “A” are checked then items for monitoring and mitigation are to be specified in the “Identification of Mitigation Plan” (Appendix 1, Table 2). The Mitigation Plan simply outlines the plan of action for mitigation of planned activities. The Mission Environmental Officer is to approve these forms, with special attention to those projects with identified impacts (i.e., projects with any check marks in Column A).

For reference on mitigation information on a wide variety of discrete activities, refer to the “[USAID LAC Environmental Guidelines](#)”. Illustrative sector-specific guidelines include: WHO guidelines for handling and disposal of medical waste, “[Low-Volume Roads Engineering: Best Management Practices Field Guide \(Keller and Sherar, 2003\)](#)” *and* the World Wildlife Fund Agriculture and the Environment handbook.

D. Annual Environmental Mitigation Report

On an annual basis each implementing partner will submit an “Environmental Mitigation Report” (EMR) using the attached EMP Table 3 (Appendix 1). The EMR contains information relevant to the potential environmental impact over the life of a discrete activity under an award and includes: A) a copy of the initial EMP completed during the initial project planning (reference section B above); B) the prescribed mitigation measures using the “Identification of Mitigation Plan (Appendix 1, Table 2)”; and C) synthesized data on these mitigation measures collected throughout the year and tracked in the Environmental Monitoring and Evaluation Tracking Table (Appendix 1, Table 3). As it is often difficult to quantitatively measure progress of complex mitigation measures, it is necessary to include inserted digital photos (with relevant maps) to describe progress of mitigation activities.

USAID Mission requires that Implementing Partners clearly demonstrate competence in implementing discrete activities using best management practices which most often will provide the additional benefit of environmental protection. In addition, the mitigation activities should consider the critical importance of integrating gender considerations in all stages of planning, programming, implementation, and monitoring of USAID activities.

Sections of the EMP include:

1. EMP Coversheet
2. EMP Narrative (to be filled out with project specific information)
3. Annexes:
 - a. Environmental Screening Form (Table 1),
 - b. Identification of Mitigation Plan (Table 2)
 - c. Environmental Monitoring and Evaluation Tracking Table (Table 3).
4. Photos, Maps, Level of Effort

Reference: February 8, 2007; L. Poitevien (USAID/Haiti), M. Donald (USAID/Dominican Republic), E. Clesceri (USAID/Washington). Guidelines for Implementing Partners on the USAID Haiti Environmental Mitigation Report.

GUIDELINES FOR IMPLEMENTING PARTNERS ON THE USAID LAC
ENVIRONMENTAL MITIGATION PLAN (EMP)

Appendix 1:

I. Coversheet for ENVIRONMENTAL MITIGATION PLAN (EMP)

USAID MISSION SO # and Title: _____

Title of IP Activity: _____

IP Name: _____

Funding Period: FY_____ - FY_____

Resource Levels (US\$): _____

Report Prepared by: Name: _____ Date: _____

Date of Previous EMP: _____ (if any)

Status of Fulfilling Mitigation Measures and Monitoring:

_____ Initial EMP describing mitigation plan is attached (Yes or No).

_____ Annual EMR describing status of mitigation measures is established and attached (Yes or No).

_____ Certain mitigation conditions could not be satisfied and remedial action has been provided within a revised EMP (Yes or No).

USAID Mission Clearance of EMP:

Contracting Officer's Technical Representative: _____ Date: _____

Mission Environmental Officer: _____ Date: _____
()

Regional Environmental Advisor: _____ Date: _____
()

II. Environmental Mitigation Plan & Report Narrative

Note: summary instructions are in italics and not to be included in the report, but rather should be filled out with project specific information)

Note: Outline to be included in the report is in bold.

1. **Background, Rationale and Outputs/Results Expected:**

Summarize and cross-reference proposal if this review is contained therein.

2. **Activity Description:**

Succinctly describe location, site details, surroundings (include a map, even a sketch map). Provide both quantitative and qualitative information about actions needed during construction, how intervention will operate and any ancillary development activities that are required to build or operate the primary activity (e.g., road to a facility, need to quarry or excavate borrow material, need to lay utility pipes to connect with energy, water source or disposal point or any other activity needed to accomplish the primary one but in a different location). If various alternatives have been considered and rejected because the proposed activity is considered more environmentally sound, explain these. Describe how gender considerations have been incorporated into the activity. How will gender relations affect the achievements of activity results? How will the activity results affect the relative status of men and women?

3. **Environmental Baseline:**

Describe affected environment, including essential baseline information available for all affected locations and sites, both primary and ancillary activities. Describe how the activity will involve men and women who directly affect the environment. Methodologies for data collection and analysis for gender-sensitive implementation and monitoring of activities are encouraged.

4. **Evaluation of Environmental Impact Potential of Activities (Table 2):**

As a component of the Identification of Mitigation Plan (Appendix 1, Table 2), describe impacts that could occur before implementation starts, during implementation, as well as any problems that might arise with restoring or reusing the site, if the facility or activity were completed or ceased to exist. Explain direct, indirect, induced and cumulative effects on various components of the environment (e.g., air, water, geology, soils, vegetation, wildlife, aquatic

resources, historic, archaeological or other cultural resources, people and their communities, land use, traffic, waste disposal, water supply, energy, etc.). Indicate positive impacts and how the natural resources base will be sustainably improved.

For example, any activity that increases human presence in an area, even temporarily, will increase noise, waste, and the potential for hunting, timbering, etc.

Evaluating the environmental impact potential of activities must include gender-sensitive indicators and sex-disaggregated data when the activities or their anticipated results involve or affect women and men differently; and if so, this difference should be an important factor in managing for sustainable activity impact.

5. Environmental Mitigation Actions (Tables 2 & 3):

For the Initial EMP: List the mitigation measures in the “Identification of Mitigation Plan” (Table 2) and describe monitoring of these mitigation measures in the “Environmental Monitoring and Evaluation Tracking Table” (Table 3).

For the EMR: Describe status of complying with the conditions. Examples of the types of questions an IP should answer to describe "status" follow.

- 1) What mitigation measures have been put in place? How is the success of mitigation measures being determined? If they are not working, why not? What adjustments need to be made?
- 2) What is being monitored, how frequently and where, and what action is being taken (as needed) based on the results of the monitoring? In some situations, an IP will need to note that the monitoring program is still being developed with intent to satisfy the conditions. Alternatively, it could happen that the conditions cannot be achieved because of various impediments.

6. GENDER

Integrating gender considerations into all stages of planning, programming, and implementation of development assistance is not only a priority for USAID, but also an essential part of effective and sustainable development. The Automated Directive System (ADS) 201 sets out specific requirements to help ensure that appropriate consideration is given to gender as a factor in development planning at the Assistance Objective and the Intermediate Results level of Assistance Objectives all the way down to the activity level. This programming policy includes clear guidance on the procedures for gender integration where determined to be appropriate. In this regard, gender issues must be addressed in procurement documents and evaluation criteria. Gender

equality is a USG-wide priority, and USAID has and will continue to take a lead role in that effort. For example, USAID/Environmental Protection Program monitors how men and women will be involved in the process of improving country-specific environmental impact assessment procedures. The Program is documenting gender participation in all of its activities. Whenever possible, gender based differences in roles, attitudes and concerns should also be documented.

III-A. Environmental Screening Form (Table 1)

Name of Activity: _____ Type of Activity: _____ Grantee: _____ Date: _____		Column A	Column B	Col C	
		Yes	No	High Risk	Medium-Risk
IMPACT ON NATURAL RESOURCES & COMMUNITIES					
1	Will the project involve construction ¹ of any type of structure (building, check dam, walls, etc)?				
2	Will the project involve the construction ² or repair of roads or trails?				
3	Will the project involve the use, involve plans to use or training in the use of any chemical compounds such as pesticides ³ (including neem), herbicides, paint, varnish, lead-based products, etc?				
4	Involve the construction or repair of irrigation systems?				
5	Involve the construction or repair of fish ponds?				
6	Involve the disposal of used engine oil?				
7	Will the project involve implementation of timber management ⁴ or extraction of forest products?				
8	Are there any potentially sensitive terrestrial or aquatic areas near the project site, including protected areas?				
9	Does the activity impact upon wildlife, forest resources, or wetlands?				
10	Will the activities proposed generate airborne gases, liquids, or solids (i.e. discharge pollutants)				
11	Will the waste generated during or after the project impact on neighboring surface or ground water?				
12	Will the activity result in clearing of forest cover?				
13	Will the activity contribute to erosion?				
14	Is the activity <u>incompatible</u> with existing land use in the vicinity?				
15	Will the activity contribute to displace housing?				
16	Will the activity affect unique geologic or physical features?				
17	Will the activity contribute to change in the amount of surface water in any body?				
18	Will the activity deal with mangroves and coral reefs?				
19	Will the activity expose people or property to flooding?				
20	Will the activity contribute substantial reduction in the amount of ground water otherwise available for public water supplies?				
21	Will the activity create objectionable odors?				
22	Will the activity violate air standard?				
ENVIRONMENT & HEALTH					
23	Will the project activities create conditions encouraging an increase of waterborne diseases or populations of disease carrying vectors or other health or safety hazards?				
24	For road rehabilitation as well as water and sanitation grants, has a maintenance plan been submitted?				
25	Will the activity generate hazards or barriers for pedestrians, motorists or persons with disabilities?				
26	Will the activity increase existing noise levels?				
27	Will the project involve the disposal of syringes, gauzes, gloves and other biohazard medical waste?				

28	Is the activity <u>in</u> compatible with existing land use?				
LOCAL PLANNING PERMITS					
29	Does the activity e.g. infrastructure improvements, require local planning permission(s)?			N/A	N/A
30	Does the activity meet the national building code (e.g. infrastructure improvements)?			N/A	N/A
GENDER⁵					
31	Do men and women benefit disproportionately or are involved unequally in the project's activities?				
32	Are there factors that prevent women's participation in the project?				

RECOMMENDED ACTION (<i>Check Appropriate Action</i>):		(<i>Check</i>)
(a)	The project has no potential for substantial adverse environmental effects. No further environmental review is required (Categorical Exclusion). No EMP required.	
(b)	The project has potential for minimal to medium adverse environmental effects, but mitigable environmental effects. Measures to mitigate environmental effects will be incorporated (Negative Determination with Conditions). EMP Required.	
(c)	The project has potentially substantial or significant adverse environmental effects, but requires more analysis to form a conclusion. An Environmental Assessment will be prepared (Positive Determination). No EMP required.	
(d)	The project has potentially substantial adverse environmental effects, and revisions to the project design or location or the development of new alternatives is required (Deferral).	
(e)	The project has substantial and unmitigable adverse environmental effects. Mitigation is insufficient to eliminate these effects and alternatives are not feasible. The project is not recommended for funding.	

¹ Construction projects need to be reviewed for scale, planned use, building code needs and maintenance. Some small construction projects, such as building an entrance sign to a park, may require simple mitigations whereas larger buildings will require more extensive review and monitoring.

² New construction of roads and trails will require a full environmental assessment of the planned construction, i.e. a Positive Determination.

³ The planned involvement of pesticides will trigger the need to develop a Supplemental Initial Environmental Examination that meets USAID pesticide procedures (Pesticide Evaluation Report and Safer Use Action Plan or "PERSUAP") for the project.

⁴ Any activities the involve harvesting trees or converting forests will require a full environmental assessment of the activity (i.e. Positive Determination).

⁵A positive response to gender questions require follow up only when there are other positive responses on questions 1 – 30, and an EMP is developed.

III-B. Identification of Mitigation Plan (Table 2)

→ Enter the Question/Row # of the potential negative impacts with check marks in Column A (Table 1) and complete table below for mitigation measures to reduce or eliminate the issue. In the Sub-Activity or Component Column, list the main actions to be implemented. Under each action, list the tasks (Steps) that are needed to implement this action.

#	Sub-activity or component	Description of Impact	Mitigation Measures
1	Component 1		
	<i>Step 1</i>		
	<i>Step 2</i>		
	<i>Step 3</i>		
2	Component 2		
	<i>Step 1</i>		
	<i>Step 2</i>		
	<i>Step 3</i>		

* provide overview of measures used from the USAID LAC Environmental Guidelines or other pertinent guidelines, details on exact monitoring plan are illustrated in Table 3, Environmental Monitoring and Evaluation Tracking Table.

III-C. Environmental Monitoring and Evaluation Tracking Table (Table 3).

Type of Project:	
Project Name:	
Implementing Organization:	
Location Name:	
Project Size:	
Nearby Communities:	
Senior Project Manager:	Date:
Monitoring Period:	

#	Description of Mitigation Measure	Responsible Party	Monitoring Methods			Estimated Cost	Results			Recommended Adjustments
			Indicators	Methods	Frequency		Dates Monitored	Problems Encountered	Mitigation Effectiveness	
1						1				
						2				
						3				
						4				
2						1				
						2				
						3				
						4				
3						1				
						2				
						3				
						4				
4						1				
						2				
						3				

GUÍA PARA LOS SOCIOS IMPLEMENTADORES EN EL USO DEL PLAN DE MITIGACION DE IMPACTOS AMBIENTALES– USAID LAC (EMP)

A. Antecedentes

Todo proyecto financiado por la Agencia de los Estados Unidos para el Desarrollo Internacional (USAID) debe cumplir con la regulación ambiental de los EUA (22 CFR 216) que requiere de una evaluación para prevenir que los impactos que resultan de un proyecto no afecten desfavorablemente al ambiente. Todos los programas financiados a través de las Misiones de USAID en Latinoamérica y el Caribe (LAC) deben ser sometidos al Umbral de Decisiones Ambientales (EDT) designados a nivel de objetivos estratégicos. El Plan de Mitigación Ambiental (EMP), descrito en esta guía, asegura el cumplimiento programático de la regulación 22 CFR 216 al alcanzar las condiciones detalladas en los EDT, autorizados por el Oficial Ambiental del Buró (BEO) de USAID en Latinoamérica y el Caribe (LAC)

Los programas ejecutados por socios implementadores (IP) de las misiones de USAID LAC, incluyen una serie de actividades discretas bajo ciertas donaciones que podrían tener el riesgo de provocar impactos ambientales adversos. Estas actividades discretas incluyen, por ejemplo, renovación de infraestructura y manejo de desechos médicos. El uso del procedimiento EMP permitirá obtener un control del riesgo ambiental, la preparación de un plan de mitigación e información en el monitoreo de las medidas de mitigación que requieren de una consideración apropiada al tema género como un factor de impacto social en el desarrollo del plan de mitigación y sus subsecuentes medidas.

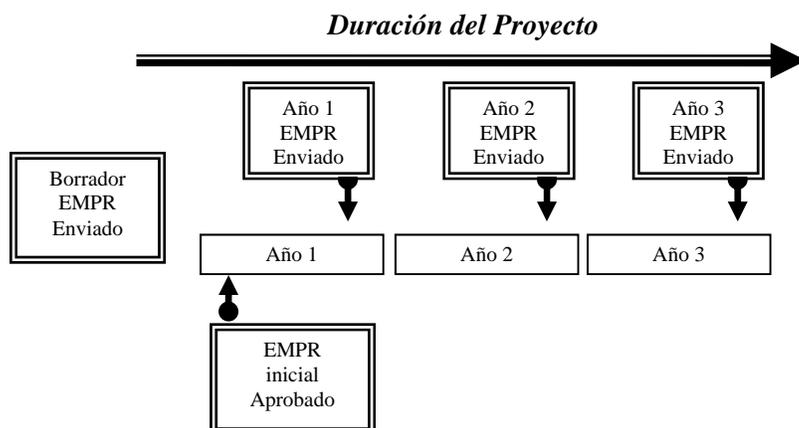
El EMP, inicialmente, divide a los proyectos en tres categorías, estas son: sin riesgo, riesgo moderado y alto riesgo. Los proyectos categorizados como sin riesgo pueden implementarse sin futuras revisiones. En aquellos de alto riesgo se debe reconsiderar la necesidad de una evaluación ambiental. El EMP es empleado únicamente para los proyectos de riesgo moderado (ver Figura 2)

Todos los donatarios/contratistas están obligados a completar el Plan de Mitigación Ambiental (EMP) (en anexo), por cada tipo de proyecto, se requiere lo siguiente:

1. Formulario de Control Ambiental,
2. Identificación de un Plan de Mitigación
3. Tabla de Evaluación, Monitoreo y Seguimiento Ambiental

Gerentes de Programa/ Delegado Técnico del Oficial de Contrataciones COTR y líderes de grupos COP pueden trabajar con el Oficial Ambiental de la Misión (MEO) para asegurar que los impactos son suficientemente identificados y que las acciones de mitigación son consensuadas, incluyendo una guía clara de los procedimientos para la integración de género en donde corresponda.

Figura 1: Cronograma de los Requerimientos de Reporte para la Mitigación Ambiental



B. Cronograma de Requerimientos de Reporte

Cuando el aplicante o contratista ha identificado un sitio específico para implementar un proyecto, remite un EMP al COTR/AOTR. El oficial ambiental de la Misión (MEO) o/y el Consejero Ambiental Regional (REA) aprobará el EMP previo al inicio de las actividades. Para sub-donaciones, el donatario requiere llenar el EMP y remitirlo para aprobación de los líderes de grupo COP. El COP remite el EMPR al COTR y al MEO para su revisión y aprobación final. Los asuntos de género deben ser tratados en el plan de mitigación ambiental de acuerdo con el mensaje ejecutivo de la Agencia para la integración de género con fecha 4 de mayo de 2009

Un formato del EMP inicial puede ser visto en el anexo 1, este incluye:

1. Un proceso de control inicial usando el "Formato de Control Ambiental" (Apéndice 1, Tabla 1) para confirmar que el proyecto tiene un "Nivel Moderado de Riesgo" seguido por,
2. La identificación de potenciales impactos y medidas de mitigación relacionadas usando la "Identificación del Plan de Mitigación" (Apéndice 1, Tabla 2) para cada sub-actividad.
3. La Tabla de Evaluación, Monitoreo y Seguimiento Ambiental (Apéndice 1, Tabla 3) que documenta las medidas necesarias de mitigación a ser monitoreadas, enumera indicadores de monitoreo e incluye quien conducirá el monitoreo y cuando. La Tabla 3 incluye una tabla de monitoreo que documenta quien dirigió el monitoreo y la efectividad de las medidas de mitigación.

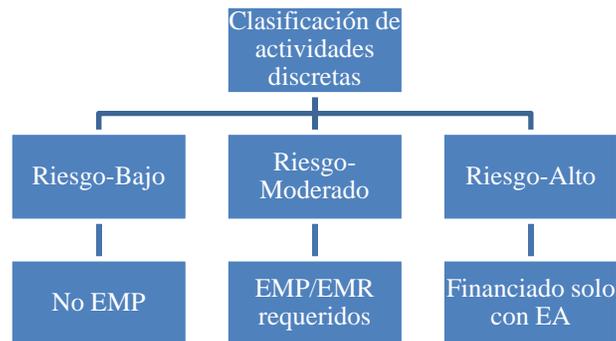
Al final de cada año de implementación, el EMP es reenviado con la misma información provista en un inicio más un componente que refleja la efectividad del monitoreo de las medidas de mitigación usando la "Tabla de Monitoreo Ambiental y Seguimiento" (Apéndice 1, Tabla 3). Esta tabla será usada para el monitoreo ambiental del proyecto y será remitida al COTR de USAID, conocido anteriormente como Oficial de Reconocimiento Técnico CTO, anualmente junto con el EMP inicial y una narrativa suministrando detalles del proceso de mitigación. El reporte no debería exceder las 10 páginas excluyendo los anexos.

C. Reporte Inicial de Mitigación Ambiental

1. Clasificación del Nivel de Riesgo

Los componentes del programa o actividades discretas bajo una donación pueden tener un nivel variable de riesgo para daños ambientales, y por ello requerir diferentes rutas de acción (Figura 2). Las actividades sin riesgo clasificadas como (i), no requieren de la presentación de un EMP y se las maneja bajo la determinación conocida como “exclusión categórica” en el nivel original SO-IIIE y el umbral de decisión ambiental EDT en la Misión.

Actividades de “alto riesgo” (ii) con impactos ambientales significativos requerirán de los servicios profesionales de una organización experta en evaluación de impactos ambientales para llevar a cabo una Evaluación Ambiental EA contratada a través del socio implementador IP en consulta con el oficial ambiental de la misión MEO y bajo aprobación final del Oficial Ambiental del Buró (BEO) de Latinoamérica y el Caribe (LAC). Estas actividades no deben ser omitidas, si llegan a ser una necesidad crucial para la comunidad (Ej. facilidades para la disposición de desechos sólidos, plantas de tratamiento de aguas residuales a nivel municipal). Las actividades de riesgo moderado (iii) requerirán que el socio implementador IP, identifique los impactos ambientales y planifique la mitigación de los impactos ambientales adversos. Esta guía para la elaboración de los EMP se aplica principalmente para estas actividades de riesgo moderado.



- i. Actividades Discretas que no requieren de un Plan de Mitigación Ambiental EMP (Sin-Riesgo):

Una lista ilustrativa de las Actividades Discretas sin-riesgo que no requieren de un Plan de Mitigación Ambiental EMP, son las siguientes:

- Educación o adiestramiento* a menos que lleve a la implementación de acciones que impacten el ambiente (construcción de escuelas o uso de pesticidas)
- Iniciativas de concienciación de la comunidad

- Investigación controlada / proyectos demostrativos pequeños
- Estudios técnicos o asistencia
- Transferencia de información

Si hay riesgo de que la aplicación efectiva de materiales aprendida durante la formación pudiera afectar negativamente el ambiente (por ejemplo, la capacitación sobre técnicas agrícolas). Se espera que el entrenamiento incluya como parte de su plan de estudios, un análisis de impacto ambiental y la planificación para la mitigación.

ii. Actividades Discretas que no pueden ser financiadas (Riesgo Alto):

Bajo las regulaciones ambientales de USAID, si hay una actividad discreta que es considerada como una necesidad crítica por la comunidad y que pudiera cuasar impactos ambientales significativos, las mismas requerirán de una Evaluación Ambiental. En el caso del uso de pesticidas, el Reporte de Evaluación de Pesticidas y el Plan de Acción de Uso más Seguro (PERSUAP) necesitarán ser preparados por el socio y aprobados por el Oficial Ambiental de Buró BEO de USAID para Latinoamérica y el Caribe. Estas actividades incluyen los siguientes:

- Introducción de ganado, agricultura o actividades que involucran conversión forestal
- Reasentamientos humanos
- Sistemas grandes de agua como presas y pozas
- Drenaje de humedales
- Introducción de plantas exóticas
- Modificación permanente de hábitats que sostienen especies amenazadas
- Producción o procesamiento de plantas a nivel industrial (esto no incluye viveros comunitarios o regionales cuyo propósito es la restauración de áreas afectadas por el fuego)
- Instalación de sistemas de acuicultura en lagos y aguas marinas sensibles (no estanques de peces establecidos en tierra)
- Adquisición de equipos para explotación maderera incluyendo motosierras
- Uso de pesticidas (insecticidas, herbicidas, acaricidas, fungicidas)
- Construcción a gran escala en sitios degradados
- Nuevas construcciones a gran escala incluyendo infraestructura de residencia permanente y facilidades sanitarias
- Tala de árboles con más de 20 cm de diámetro a nivel del pecho (dbh), especialmente árboles tropicales, excepto cuando sea necesario para controlar enfermedades o mantener la salud del bosque.
- Construcción de nuevas carreteras o mantenimiento y mejoramiento extensivo de vías, trochas corta fuego y senderos a través de bosque degradado y hábitats naturales.

iii. Actividades Discretas que pueden ser apoyadas si las Medidas de Mitigación son planificadas e implementadas (Riesgo Moderado):

Muchas actividades discretas bajo un convenio están en medio de los dos extremos

mencionados arriba y muestran algunos impactos ambientales adversos que pueden ser mitigados mediante una planificación apropiada. Para estas actividades el socio implementador (IP) será el responsable de completar el EMP y un Reporte de Mitigación Ambiental (EMR) cada año. El socio implementador y/o el postulante del proyecto serán responsables de completar el EMP inicial y los EMRs anuales, de ser el caso. El financiamiento dependerá de que el proyecto tenga un acercamiento ambientalmente sostenible y que se tenga una conciencia y planificación de los potenciales impactos.

2. Formulario de Control Ambiental Específico del Sector

El formulario de control ambiental tiene información de los potenciales impactos ambientales durante la vida de la actividad hacia los recursos naturales y comunidades, planificación local, permisos, y el ambiente y salud. Si los ítems en el Formulario de Control Ambiental (Apéndice 1, Tabla 1) de la Columna “A” son marcados, entonces estos ítems tienen que ser especificados para monitoreo y mitigación en la “Identificación del Plan de Mitigación” (Apéndice 1, Tabla 2). El plan de mitigación simplemente resume el plan de acción para la mitigación de las actividades planeadas. El Oficial Ambiental de la Misión debe aprobar estos formularios, prestando atención especial a los proyectos con impactos identificados (Ej. proyectos con marcas en la Columna A).

Para información referencial de una gran variedad de actividades discretas, referirse al enlace [“USAID LAC Environmental Guidelines”](#). Las guías ilustrativas de sectores específicos incluyen: WHO guidelines for handling and disposal of medical waste, [“Low-Volume Roads Engineering: Best Management Practices Field Guide \(Keller and Sherar, 2003\)”](#) y The World Wildlife Fund Agriculture and the Environment handbook.

D. Reporte de Mitigación Ambiental Anual (EMR)

Anualmente cada socio implementador IP, remitirá el Reporte de Mitigación Ambiental utilizando el anexo EMP Tabla 3 (Apéndice 1). El EMR contiene información relevante de los potenciales impactos ambientales durante la vida de la actividad discreta ejecutada bajo una donación e incluye lo siguiente: A) una copia del EMP inicial completado durante la planificación inicial del proyecto (ver referencia **B** arriba); B) las medidas de mitigación prescritas empleando la “Identificación del Plan de Mitigación (Apéndice 1, Tabla 2)”; y C) información resumida de las medidas de mitigación colectadas durante el año y seguidas en la tabla de Evaluación y Monitoreo Ambiental (Apéndice 1, Tabla 3). Como es frecuentemente difícil medir cuantitativamente el progreso de medidas de mitigación complejas, es necesario incluir fotos digitales (con mapas relevantes) para describir el progreso de las actividades de mitigación.

La Misión de USAID requiere que sus socios implementadores (IP) demuestren claramente su competencia en la implementación de actividades discretas usando las mejores prácticas que por lo general proveen de beneficios adicionales para la protección ambiental. Las actividades de mitigación, además, deberían contemplar de crítica importancia la integración de las consideraciones de género en todas las actividades de planificación, programación,

implementación y monitoreo de las actividades de USAID.

Las secciones del EMP incluyen lo siguiente:

1. Hoja de presentación del EMPR
2. Narrativo del EMPR (completado con información específica del proyecto)
3. Anexos:
 - a. Formulario de Control Ambiental,
 - b. Identificación de un Plan de Mitigación
 - c. Tabla de Evaluación, Monitoreo y Seguimiento Ambiental
4. Fotos, mapas y nivel de esfuerzo

Referencia: February 8, 2007; L. Poitevien (USAID/Haiti), M. Donald (USAID/Dominican Republic), E. Clesceri (USAID/Washington). **Guidelines for Implementing Partners on the USAID Haiti Environmental Mitigation Report.**

**GUÍAS PARA SOCIOS IMPLEMENTADORES DE USAID LAC DEL PLAN &
REPORTE DE MITIGACIÓN AMBIENTAL (EMPR)**

Apéndice 1:

**I. PÁGINA DE PRESENTACIÓN DEL PLAN DE MITIGACIÓN
AMBIENTAL (EMP)**

USAID Misión SO# y título _____

Título de la Actividad o Proyecto del IP: _____

Nombre del Implementador o ejecutor: _____

Período de Financiamiento: FY ____ - FY _____

Nivel del Recurso (US\$): _____

Reporte preparado por: _____ Fecha: _____

Fecha de EMR previo: _____ (sí aplica)

Estatus del Cumplimiento de las Medidas de Mitigación y Monitoreo:

____ EMP inicial describiendo plan de mitigación adjunto (Sí o No)

____ EMR Anual describiendo el avance de las medidas de mitigación esta establecido y anexado (Sí o No)

____ Algunas condiciones de mitigación no pueden ser satisfechas y las acciones de remediación han sido proveídas en un EMP enmendado (Sí o No)

Autorización del EMP de la Misión USAID

Delegado Técnico del Oficial de Contrataciones COTR _____ Fecha: _____

Oficial Ambiental de la Misión _____ Fecha: _____

Asesor Ambiental Regional _____ Fecha: _____

II. Reporte Narrativo de Mitigación Ambiental

Nota: las instrucciones resumidas están en itálicas y no van incluidas en el reporte, estas deberían ser completadas con instrucciones específicas el proyecto

Nota: El resumen que debe ser incluido en el reporte esta en negrilla

1. Antecedentes, Justificación & Resultados Esperados:

Resumen y propuesta con referencia cruzada si esta reseña esta contenida en el mismo

2. Descripción de Actividades:

Brevemente describa el área, la locación y sus alrededores (incluya un mapa o un croquis). Provea información cuantitativa y cualitativa de las acciones necesarias durante la edificación, así como la intervención operativa y cualquier desarrollo suplementario de actividades que son requeridas para construir o manejar la actividad primaria (Ej. el acceso a un servicio, la necesidad de mover o excavar material, la necesidad de instalar tubería para la conexión de energía, agua o sitios de residuos o cualquier otra actividad necesaria para completar la actividad primaria pero en otro sitio). Si varias alternativas han sido consideradas y rechazadas porque la actividad propuesta es considerada ambientalmente adecuada, explíquelo. Describa las consideraciones sobre género que han sido incorporadas a la actividad. ¿Cómo las relaciones sobre el género afectarán los logros de estas actividades? ¿Cómo los resultados de esta actividad afectarían el estatus relativo de hombres y mujeres?

3. Línea base de información ambiental:

Describa el ambiente afectado incluyendo información básica esencial disponible para todas las locaciones y sitios, tanto para actividades primaria como suplementarias. Describa como la actividad involucrará a hombres y mujeres quienes directamente afectarán el medioambiente. El uso de metodologías para la colección de la información y su análisis sobre género y actividades de monitoreo son altamente recomendadas.

4. Evaluación del Potencial Impacto Ambiental de las Actividades (Tabla 2):

Como un componente de la Identificación del Plan de Mitigación (Apéndice 1, Tabla 2), describa los impactos que podrían ocurrir antes de que la actividad sea implementada, durante la construcción y la operación, así como cualquier problema que pueda surgir en la restauración o reutilización del sitio, si la facilidad o actividad fue completa o deo de existir. Explicar los efectos directos, indirectos, inducidos y cumulativos en varios

componentes ambientales (Ej. aire, agua, geología, suelos, vegetación, vida silvestre, recursos acuáticos, históricos, arqueológicos u otros recursos culturales, la gente y sus comunidades, uso de suelo, tráfico de especies, tratamiento de desechos, reservas de agua, energía, etc.). Indique los impactos positivos y como la base de los recursos naturales será sustentablemente mejorada.

Por ejemplo, cualquier actividad que incrementa la presencia del ser humano en un área, aun temporalmente, aumentará el ruido, desperdicios y potencialmente la cacería, extracción madera, etc.

Al evaluar el potencial impacto ambiental de las actividades, se debe insertar indicadores sobre género e información sobre discriminación de género cuando las actividades o sus resultados anticipados involucren o afecten a mujeres y hombres en diferentes formas, y de ser así, esta diferencia debe ser un factor importante en la gestión del impacto de una actividad sostenible. .

5. Acciones Ambientales de Mitigación (Tablas 2 & 3)

Para el EMP inicial: Enumere las medidas de mitigación en la “Identificación el Plan de Mitigación” (Tabla 2) y describa el monitoreo de estas medidas de mitigación en la Tabla de Evaluación, Monitoreo y Seguimiento Ambiental (Tabla 3).

Para el EMR: Describa el estado de cumplimiento de acuerdo a las condiciones. Ejemplos de tipos de preguntas que un implementador debe responder para describir estas condiciones son los siguientes:

- 1) ¿Cuales medidas de mitigación han sido realizadas? ¿Cómo se ha medido el éxito de la aplicación de las medidas de mitigación. Si estas medidas no funcionan, explicar ¿por qué?, ¿Qué ajustes se deben realizar?
- 2) ¿Qué esta siendo monitoreado, con qué frecuencia y dónde?, ¿Qué acciones se están tomando con base en los resultados del monitoreo? En algunos casos, el socio implementador necesitará demostrar que el programa de monitoreo esta siendo desarrollado con el fin de satisfacer las condiciones planteadas. Si no, podría ocurrir que las condiciones iniciales no puedan ser cumplidas por varios impedimentos.

6. Género

La integración de consideraciones de género en todas las etapas de la planificación, programación e implementación de la asistencia, no es tan solo una prioridad para la USAID sino también una parte esencial de desarrollo sostenible efectivo. El Sistema Directivo Automatizado (ADS) 201 describe específicamente los requisitos para que el tema género tenga las consideraciones apropiadas en el desarrollo de la planificación a nivel de los objetivos de asistencia y resultados Intermedios de los objetivos de asistencia en los objetivos hasta el menor nivel de actividad. Esta política de programación incluye guías claras sobre los procedimientos para la integración de género donde sea apropiado. En este sentido, los puntos sobre género deben ser discutidos en los documentos de adquisiciones y evaluaciones. La equidad de género es una prioridad del Gobierno de los Estados Unidos, y la USAID tiene y continuará tomando la

iniciativa en ese sentido. Por ejemplo, el Programa de Protección Medioambiental de la USAID monitorea como los hombres y las mujeres se involucrarán en el proceso de mejorar el impacto ambiental de la República Dominicana. El programa está documentando la participación de género en todas las actividades. Cuando sea posible, las diferencias de género en roles, actitudes e inquietudes deben también ser documentadas.

III-A. Formulario de Control Ambiental (Tabla 1)

Nombre de Actividad: _____ – Tipo de Actividad: _____ – Beneficiario: _____ Fecha: _____ –		Columna A	Columna B	Col C	
		Sí	No	Si la respuesta es sí en Col. A. ¿Es esta de ...?	
				Alto Riesgo	Medio-Riesgo
IMPACTO EN LOS RECURSOS NATURALES & COMUNIDADES					
1	¿Requerirá el proyecto la construcción ¹ de algún tipo de estructura (edificios, represas, paredes, etc.)?				
2	¿Requerirá el proyecto la construcción ² o reparación de carreteras o senderos?				
3	¿Requerirá el proyecto el uso, planes de uso o adiestramiento en el uso de algún componente químico como pesticidas ³ (incluyendo nim), herbicidas, pinturas, lacas, productos con plomo, etc.?				
4	¿Involucra la construcción o reparación de sistemas de irrigación?				
5	¿Involucra la construcción o reparación de estanques de peces?				
6	¿Involucra la disposición final de aceite usado de motor?				
7	¿Requerirá el proyecto de la implementación de manejo ⁴ forestal o extracción de productos forestales?				
8	¿Existe alguna área terrestre o acuática potencialmente sensible cerca del sitio del proyecto, incluyendo áreas protegidas?				
9	¿Impactará la actividad a la vida silvestre, recursos forestales o humedales?				
10	¿Las actividades propuestas generarán gases, líquidos o sólidos (i.e. descarga de contaminantes)?				
11	¿Los desperdicios generados durante o después del proyecto impactarán las superficies circundantes o acuíferos?				
12	¿Cómo resultado de la actividad habrá reducción de la cobertura vegetal?				
13	¿Contribuirá esta actividad a la erosión?				
14	¿Es esta actividad incompatible con el actual uso de suelo de los alrededores?				
15	¿Esta actividad promoverá el desplazamiento de viviendas?				
16	¿Esta actividad afectará características físicas o geológicas únicas?				
17	¿Esta actividad contribuirá al cambio en la cantidad de agua en cualquier cuerpo acuático?				
18	¿Tiene la actividad relación con manglares o arrecifes de coral?				
19	¿Podría la actividad exponer a la gente o propiedades a inundaciones?				
20	¿Podría la actividad contribuir a una sustancial reducción en el volumen de agua subterránea disponible para la provisión pública?				
21	¿Podría la actividad generar olores censurables?				
22	¿Podría la actividad violar estándares permisibles de calidad del aire?				

AMBIENTE & SALUD					
23	¿Las actividades del proyecto crearan condiciones para promover el incremento de enfermedades transmitidas por agua o poblaciones de organismos vectores de la enfermedad, o presentan factores que tendría un efecto negativo en la salud o seguridad personal?				
24	Para rehabilitación de vías, así como subvenciones de agua y saneamiento. ¿Ha sido presentado un plan de mantenimiento?				
25	¿Podría esta actividad generar riesgos o barreras para el tránsito de peatones, motoristas o personas con discapacidades?				
26	¿Podría la actividad incrementar los niveles existentes de ruido?				
27	¿Podría el proyecto implicar el descarte de jeringuillas, gasas, guantes y otros desechos biológicos riesgosos?				
PERMISOS DE PLANIFICACIÓN LOCAL					
28	¿Es esta actividad incompatible con el uso de suelo actual?				
29	¿Necesita esta actividad permisos de planificación local, por ejemplo, mejoramiento de infraestructura, o de cambio de uso del suelo?				
30	¿Incumple esta actividad con alguna parte del código nacional de construcciones? (i.e. mejoramiento de infraestructura)?				
GÉNERO					
31	¿Las actividades del proyecto inhiben el involucramiento equitativo entre hombres y mujeres?				
32	¿Hay factores que evitan la participación de mujeres en el proyecto?				

ACCIONES RECOMENADADAS (*Chequear Acciones Apropriadas*):

Señalar

(a)	El proyecto no tiene potencial para generar efectos ambientales adversos sustanciales. No es necesaria una revisión ambiental en el futuro.	
(b)	El proyecto tiene mínimo potencial para generar efectos ambientales adversos sustanciales, sin embargo, las medidas de mitigación recomendadas serán incorporadas en el diseño de la actividad. No es necesaria una revisión ambiental en el futuro.	
(c)	El proyecto tiene sustanciales efectos ambientales adversos pero mitigables y medidas necesarias para mitigar los efectos ambientales serán incorporadas.	
(d)	El proyecto presenta potencialmente efectos ambientales sustanciales adversos pero requieren de mayor análisis para llegar a una conclusión. Una evaluación ambiental deberá ser preparada.	
(e)	El proyecto tiene potencialmente efectos ambientales adversos sustanciales y se debe hacer revisiones al diseño del proyecto o locación o al desarrollo de nuevas alternativas.	
(f)	El proyecto tiene efectos ambientales sustancialmente adversos, no mitigables. La mitigación es insuficiente para eliminar estos efectos y las alternativas no son factibles. El proyecto no es recomendado para ser financiado.	

¹ Proyectos de construcción necesitan ser revisados de acuerdo a nivel, plan de uso, necesidades de construcción y mantenimiento. Pequeños proyectos de construcción como construir el letrero de entrada a un parque podrían necesitar simples acciones de mitigación, mientras que edificaciones más grandes requieren una revisión más extensa y monitoreo.

² Nuevas construcciones de vías y senderos requerirán una evaluación ambiental completa de la construcción planeada.

³ El uso planificado de pesticidas podría promover la necesidad de desarrollar una evaluación ambiental inicial suplementaria que cumpla con los procedimientos (Reporte de evaluación del pesticida y plan de acción de uso seguro o PERSUAP) para el proyecto.

⁴ Cualquier actividad que incluya la tala de árboles o la conversión de la foresta necesitara una evaluación ambiental completa de la actividad.

III-B. Plan de Identificación de Mitigación (Tabla 2)

→ Ingrese la pregunta/fila # del potencial impacto negativo marcado en la Columna A (Tabla 1) y complete la siguiente tabla con medidas de mitigación para reducir o eliminar el problema.

#	Sub - actividad o componente	Descripción del impacto	Medidas de Mitigación
1	Componente 1		
	Paso 1		
	Paso 2		
	Paso 3		
2	Componente 2		
	Paso 1		
	Paso 2		
	Paso 3		

* Proveer una idea general de las medidas usadas en la Guía Ambiental de USAID para Latinoamérica y el Caribe u otra guía pertinente, detalles exactos del plan de monitoreo se demuestran en Tabla 3, Tabla de Evaluación, Monitoreo y Seguimiento Ambiental.

III-C. Evaluación, Monitoreo y Seguimiento Ambiental (Tabla 3)

Tipo de Proyecto:	
Nombre del Proyecto:	
Organismo Implementador:	
Nombre de la Locación:	
Tamaño del Proyecto:	
Comunidades Cercanas:	
Gerente Senior del Proyecto:	fecha:
Período de Monitoreo:	

#	Descripción de Medidas de Mitigación	Parte Responsable	Métodos Monitoreo			Costo Estimado	Resultados			Ajustes Recomendados
			Indicadores	Método	Frecuencia		Fecha Monitoreo	Problemas Encontrados	Efectividad Mitigación	
1							1			
							2			
							3			
							4			
2							1			
							2			
							3			
							4			
3							1			
							2			
							3			
							4			
4							1			
							2			
							3			