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BOSNA I HERCEGOVINA

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Deadline for Questions: February 25, 2019, 09:00 a.m. Sarajevo local time

Pre-Application Conference: March 5, 2019, 10:00 a.m., Sarajevo local time

Closing Date and Time: March 18, 2019, 09:00 a.m., Sarajevo local time

Subject: Request for Applications (RFA) Number: 72016819RFA00001

Program Title: USAID/BiH Civil Society – Anti-Corruption Activity (CS/AC)

Ladies/Gentlemen:

The United States Agency for International Development (USAID) is seeking applications for a cooperative agreement from qualified local Bosnia and Herzegovina (BiH) entities to implement USAID/BiH Civil Society – Anti-Corruption Activity (CS/AC). The eligibility for this award is **restricted to local BiH organizations**.

USAID intends to make an award to the applicant who best meets the objectives of this funding opportunity based on the merit review criteria described in this RFA subject to a risk assessment. Eligible parties interested in submitting an application are encouraged to read this RFA thoroughly to understand the type of program sought, application submission requirements and selection process.

To be eligible for award, the applicant must provide all information as required in this RFA and meet eligibility standards in Section C of this RFA. This funding opportunity is posted on www.grants.gov, and may be amended. It is the responsibility of the applicant to regularly check the website to ensure they have the latest information pertaining to this notice of funding opportunity and to ensure that the RFA has been received from the internet in its entirety. USAID bears no responsibility for data errors resulting from transmission or conversion process.

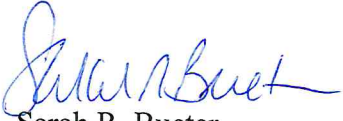
USAID may not award to an applicant unless the applicant has complied with all applicable unique entity identifier and System for Award Management (SAM) requirements detailed in Section D.6.f. The registration process may take many weeks to complete. Therefore, Applicants are encouraged to begin registration early in the process.

Please send any questions to the point(s) of contact identified in Section D. The deadline for questions is shown above. Responses to questions received prior to the deadline will be furnished to all potential applicants through an amendment to this notice posted to www.grants.gov.

Issuance of this notice of funding opportunity does not constitute an award commitment on the part of the Government nor does it commit the Government to pay for any costs incurred in preparation or submission of comments/suggestions or an application. Applications are submitted at the risk of the applicant. All preparation and submission costs are at the applicant's expense.

Thank you for your interest in USAID programs.

Sincerely,



Sarah R. Bueter
Supervisory Agreement Officer

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SECTION A: PROGRAM DESCRIPTION

CIVIL SOCIETY – ANTI-CORRUPTION ACTIVITY

1. GOAL AND PURPOSE

The goal of USAID’s Civil Society – Anti-Corruption Activity (CS/AC) (USAID encourages applicants to propose a new name of the activity) is to increase the participation of citizens in the fight against corruption and to support civil society groups focused on corruption in becoming more credible in BiH society.

2. BACKGROUND

Anti-corruption

Based on public surveys, corruption consistently ranks at the top of citizen-identified problems facing the country. Despite numerous reforms, the engagement of the international community, and the adopted strategic document and measures, corruption in BiH is still widespread and is one of the greatest problems which jeopardize the country’s economic growth and political stability.

Based on Transparency International’s Corruption Perception Index 2017, BiH stands in 91st place out of 180 countries with an index score of 38, which puts BiH as the second worst among all Balkan countries, ahead of Kosovo. Political figures and agencies increasingly voice their concerns over the dangers presented by corruption; however, there has been limited legislative initiative or political will to combat the issue directly.

USAID and other international donors have invested large amounts of funding into the technical capacity of anti-corruption civil society organizations (CSOs) in BiH and the capacity for analytic work is high. More details on current anti-corruption programs that will be relevant to this new activity is provided in Annex 1 to this Program Description. The main lesson learned from these previous efforts is that stand-alone corruption programs make small gains, such as changing some aspects of laws or regulations, publishing damning reports of corruption, and even sometimes stopping targeted, corrupt government acts. However, these “put out fires” rather than produce overall systemic effects. Change at the institutional level remains elusive.

As such, over the next five years, USAID wants to work in a more coordinated manner with a multitude of programs and actors to tackle corruption. This means that a single anti-corruption program will not be the only project that USAID will work with to handle corruption. All programs that touch on aspects of corruption with regards to the rule of law, media, political process, civil society, and economic growth should work in concert with one another to amplify program activities and results. This task force approach will require strategic coordination between the US government and other international donor programs, the private sector, and other BiH actors. This new AC/CS activity will be fundamental to bringing all the stakeholders together.

The 2017 Corruption Perception Index indicates that citizen unwillingness to personally engage in anti-corruption activities are attributed to high rates of bribery, social stigma against reporting, and the lack of political and civil rights. The fear of consequences and the belief that reporting will not

lead to any change are the main reasons for not reporting corruption. Therefore, programming needs to be more collectively driven and to involve citizens to the greatest extent. Additionally, the private sector is an important actor in civil society. Past programs have tended to not proactively consider ideas for solutions to anti-corruption that come from the private sector. In line with [USAID’s Private-Sector Engagement \(PSE\) Policy](#), this CS/AC activity should work with the private sector and use its entrepreneurship to help achieve the results envisioned for the program.

3. ACTIVITY OBJECTIVES AND ILLUSTRATIVE RESULTS

The proposed activity directly contributes to USAID/Bosnia and Herzegovina’s Country Development Cooperation Strategy (CDCS) goal which states: “BiH is a more stable country closer to Euro-Atlantic integration,” and it supports the following Development Objective 1: More functional and accountable institutions and actors that meet citizens’ needs; IR 1.2: Increased citizen participation in governance. The activities under IR 1.2 will address the demand side of governance and address the lack of citizen participation and inclusiveness in government decision-making.

The goal of USAID’s Civil Society – Anti-Corruption Activity (CS/AC) is to increase citizen participation in the fight against corruption and the purpose is to support civil society groups focused on corruption to become more representative and credible in BiH society.

To achieve the stated goal, this activity will focus on three inter-linked objectives. First, the activity will support civil society monitoring and advocacy efforts on key anti-corruption legislation improvements. Secondly and most importantly, this activity will support civil society to broaden the number of people involved in anti-corruption activities. Finally, this activity will serve as the backbone of USAID’s goal to help civil society coordinate its efforts in BiH with all relevant local and international stakeholders around key anticorruption reforms and to become more credible actors in the eyes of the BiH public.

In addition, the award for this CS-AC activity is part of USAID’s larger anti-corruption efforts in the civic sphere that also consists of a separate award focused on investigative reporting (see Annex 1 in this PD). USAID is NOT soliciting ideas for investigative journalism in this award. There is a separate award for investigative journalism for which this project will be expected to coordinate. Together, these two awards are expected to work towards the goal of increasing citizen participation in the fight against corruption.

The **Development Hypothesis** is therefore the following:

If citizens have access to unbiased information (through USAID’s Investigative Reporting Activity – separate award); and
If civil society effectively influences government policy development and decision-making on anti-corruption measures; and
If civil society organizations effectively engage citizens; and
If civil society organizations coordinate their efforts with other stakeholders.
Then we can expect increased participation of citizens in the fight against corruption.

The **Anticipated Results** of this activity are therefore the following:

Activity Goal 1. Increased citizen participation in fight against corruption.

Activity Purpose 1.2. Civil society is representative and credible in fight against corruption.

Sub-purpose 1.2.2. Civil society effectively influence government anti-corruption policy development decision-making.

Results 1.2.2.1. Increased quantity and quality of civil society anti-corruption monitoring efforts that stimulate engagement of citizens and raise public awareness on corruption.

1.2.2.2. Anti-corruption-related legislation, required for EU accession, is adopted with significant input from civil society.

Sub-purpose 1.2.3. CSOs effectively engage citizens in fight against corruption.

Results 1.2.3.1. Citizens report increased feeling of being able to affect change.

1.2.3.2. CSOs provide free legal aid to citizens who report corruption.

1.2.3.3. Increased number of citizens who report corruption.

Sub-purpose 1.2.4. CSOs coordinate their anti-corruption efforts with other stakeholders.

Results 1.2.4.1. Anti-corruption stakeholders report more efficient coordination.

1.2.4.2. Local partners under this activity report satisfaction over the administrative management and coordination conducted by the lead.

1.2.4.3. Local anti-corruption CSOs increase their capacity in constituency building and financial viability.

The Log Frame is attached to RFA (Attachment 2).

4. STATEMENT OF WORK

USAID is prepared to award one cooperative agreement for CS-AC activity to cover three components. Applicants are strongly encouraged to read the [evaluation report](#) for USAID's previous anti-corruption program ACCOUNT in preparation of its programmatic approach to accomplish these components. Traditionally, applicants propose a group of organization at the outset of a program with whom they will work for the entire life of the program. USAID would prefer that the program remains open to new entrants and ideas, particularly since this program should respond to local initiatives and developments. Therefore, in order to attract other actors, applicants should remain open in their approach to sub-grantees and focus areas. This activity will include the following sub-purposes (components):

Component 1. Anti-corruption legislative reforms and monitoring

USAID's Civil Society – Anti-Corruption Activity (CS/AC) will support civil society efforts to organize and conduct coordinated anti-corruption policy advocacy and monitoring activities. Below is a list of the most recent areas for anti-corruption policy reforms.

a. Conflict of Interest

In 2017, USAID supported Transparency International BiH's efforts to draft a new law on conflict of interest that would expand the number of individuals required to report assets. It also increases

the types of assets and properties that public officials have to report, and transfers responsibility for enforcement from the Committee (which is composed of political party representatives) to an independent commission. The draft was deemed in line with international best practices and discussed with major political key players, including Global Organization of Parliamentarians against Corruption (GOPAC) group membership.

The draft law was officially submitted to BiH Council of Ministers in October 2017 where it stalled. In May 2018, after obtaining the Ministry of Justice's opinion, the Council of Ministers cleared it and sent it into parliamentary procedure; however, no further action was taken due to the 2018 general elections. We are hopeful that the new government will take up its adoption.

This activity will support the continuation of legislative advocacy efforts, as well as monitoring of the implementation once it is adopted.

b. Whistleblower Protection

The protection of whistleblowers at the state level is regulated by the BiH whistleblower law adopted in 2014. The main problem with regards to this legislation is that it only protects 26-29,000 public officials employed at the 70 state-level government institutions. Therefore, these legislative protections do not apply to a majority of public employees in the country.

In June 2017, the RS National Assembly adopted the RS whistleblower protection law and included most recommendations provided by civil society. Prior to its adoption, the USAID/ACCOUNT program assisted the RS Ministry of Justice in organizing four public discussions on this law in Banja Luka, Trebinje, East Sarajevo and Bijeljina. This law allows for the protection of all RS citizens. The status of protected whistleblower is granted by the RS courts.

In 2018, in collaboration with the Federation BiH Anti-corruption team, civil society organizations worked to draft and advocate for new legislation on whistleblowers protection in FBiH that would be harmonized with the RS law. The draft legislation was developed collaboratively with civil society and FBiH government officials. It is currently in FBiH parliamentary procedure, pending adoption once the new government is formed.

CS/AC will continue to support anti-corruption CSOs in their effort to monitor and advocate for more efficient application of the current BiH and RS whistleblower protection laws and initiate development of coherent draft legislation that will be applicable for FBiH. If adopted and properly implemented, these three laws will provide for basic legal recognition and protection of whistleblowers in the entirety of BiH.

c. Public Procurement

The BiH public procurement law was adopted in 2014. It is an integrative and unified legislation that regulates public procurement systems on all levels of the government and public-owned companies in BiH. The state-level Public Procurement Agency (PPA) is the institution responsible for the implementation of the law, together with the BiH Office for Appeals, with two branch offices in Banja Luka and Mostar.

In 2015, with EU assistance, BiH adopted a rulebook on conditions and use of e-auctions, a rulebook on monitoring public procurement procedures as well as a new strategy and action plan for the development of the public procurement system in BiH in 2016-2020. With this strategy, the

PPA was tasked to develop amendments that would further align public procurement legislation with the EU acquis, strengthen the monitoring role of PPA by implementing the new rulebook on monitoring, and make the procurement process more transparent by improving the use of the e-procurement system.

The process of amending the current law and making it less vulnerable to corruption was initiated in 2017 with the engagement of USAID-supported civil society groups. The final draft amendments were submitted to the Council of Ministers and are pending action once the new government is formed.

CS/AC will support civil society engagement in this important legislative change process; however, adopting the legislation is only one step toward meeting EU requirements. This activity will be primarily focused on monitoring and regular public communication on deviations of the system and recommendations for its improvements. CS/AC should assist civil society partners to engage in watchdog activities to expose cases of misusing public funds through public procurement contracts, to assist public procurement agency in its efforts to improve transparency of public procurement system in BiH, and other similar activities that bring BiH system closer to EU standards.

d. Abuse of State Resources in Pre-Election Campaigns

According to the recent assessment report [Abuse of State Resources Research \(ASR\) and Assessment Framework](#) and Assessment Framework conducted by IFES, the abuse of state resources (ASR) for electoral campaigns in BiH is increasingly recognized as a major corruptive force in electoral and political processes, yet it is often less regulated than other areas of political finance. This report also delves into key contextual features that impact ASR: the public service framework, campaign finance mechanisms, civil society oversight and advocacy, media environment and public information, and public procurement.

CS/AC will support civil society in its effort to undertake a watchdog function in the detection and monitoring of the abuse of state resources. Several civil society organizations (CSOs) in BiH regularly engage in electoral and political monitoring, reporting, and advocacy. However, greater coordination between CSOs and political parties, as well as the implementation of stronger, standardized ASR monitoring methodologies is needed to enhance ASR oversight and inform more effective advocacy.

e. E-governance

USAID's Civil Society – Anti-Corruption Activity (CS/AC) will support civil society's efforts to engage and will support the not-yet-awarded USAID/BiH Radical E-Services (RESist) Activity (name of Activity may change), in order to increase transparency in dealings between public officials and potential investors, local businesses and citizens through minimizing discretion of public officials to abuse their authority and hinder processes with which they are trusted. The RESist activity will aim to reduce the opportunity for both "supply" and "demand" driven inducements by automating processes and reducing the level of interaction with public officials. One of the special focuses of RESist will be to increase transparency and accountability in public procurements through increased scrutiny over the public tender processes, improved data analytics and information sharing with public.

It is planned that the RESist activity will train selected CSO partners on how to use the new e-governance systems for monitoring public procurements, public finances and other processes of

interest for wider public. The CS/AC activity will then provide on-going civic monitoring of these systems and serve as advocates for users if violations occur. These efforts will be coordinated with other donors and agencies in this area, and USAID expects the same coordination efforts on the side of its civil society partners. In order to avoid duplication and overwhelming local government institutions, it is crucial that USAID-funded efforts, both on the side of government institutions and civil society, are complementary to other similar efforts in the country.

Component 2. Citizen engagement and building a culture that rejects corruption

Increased engagement of citizens in the fight against corruption is the main goal of this activity. According to the National Citizens Perception Survey (NCPS) 2015-2018 conducted by USAID's Measure project, 88-95% of surveyed citizens believe petty, grand and systemic corruption exists. This indicates that citizens are well aware of the existence of corruption and its effects. There is no need for USAID to support major public awareness campaigns, as this number cannot realistically increase further. Instead, USAID wants to utilize this high level of public awareness of the problem to help citizens fight corruption in their everyday lives, and in areas where they feel corruption hurts them the most.

CS/AC will provide new avenues to listen and understand real citizen needs and opinions. These new avenues should be innovative ways to engage citizens and the private sector in proposing unconventional ways on how to address corruption as a developmental problem. These areas need not be connected to the legislative policy advocacy areas from component 1. Rather, they should be areas that emerge from genuine citizen concern. As this activity will not be project-driven, but focused on civic engagement, it is necessary to remain flexible and to allow all unconventional stakeholders to feel invited to engage in the search for the best solution. Civil society will be encouraged to avoid using conventional ways, including press conferences and/or roundtables, for public outreach. Instead, they will be encouraged to use other methods that will get them closer to citizens.

In addition, this component will also entail the provision of free legal aid to whistleblowers in order to provide citizens protection when they do report on abuse of official resources. This will be a methodology for encouraging citizens to report corruption as well as the plan to provide free legal aid to victims of high-level corruption cases, including legal representation at court, with special attention to whistleblowers in government institutions and public companies. USAID will not support lodging, witness relocation, witness protection, or any other livelihood payments for whistleblowers. More about USAID's previous program on free legal aid to whistleblowers is available in ACCOUNT evaluation report.

Component 3. Administrative management, coordination, and tailored capacity building

CS/AC prime awardee will be responsible for the following:

- performance and financial reporting to USAID;
- management of all sub-awards;
- regular coordination among anti-corruption civil society partners, and with other USAID and non-USAID-funded anti-corruption activities;
- assisting anti-corruption civil society and media partners to increase their capacity in constituency building and financial viability.

The prime awardee will perform these functions to reduce the burden of individual anti-corruption organizations from USAID’s direct contracting reporting requirements and allow them to focus their energy on fighting against corruption. This activity must ensure regular coordination among anti-corruption initiatives, among the Activity’s local civil society partners, and other USAID anti-corruption-related programs. The prime awardee is expected to take a lead in this coordination effort, building a broader movement for joint actions on anti-corruption initiatives, ensuring effective flow of information, and simplifying joint coordination efforts.

In order to address the issue of the huge dependence on international financial resources, the organization will explore, organize, and offer capacity building. This effort will be focused on anti-corruption local civil society organizations that are viewed as political entities by some in BiH and need to better build constituencies and strategies for long-term funding from local resources. These capacity building efforts should be built on the experiences of other similar organizations from Eastern Europe where international donor funding has largely ceased (Poland, Bulgaria, Romania, etc.) to understand how they made such transitions to building local constituencies and diversifying funding sources.

5. SPECIAL CONSIDERATION

CROSS-CUTTING REQUIREMENTS

A. Sustainability: The CS-AC will consider sustainability of efforts a priority. The activity will primarily support civil society organizations and media outlets. The applicant is requested to propose those collaborative relationships that will aim to reduce dependency on international donors funding and increase local ownership and usage of local resources. In its work with government offices and agencies on the introduction of different anti-corruption systems, procedures and tools that are supposed to be embedded in government systems, it is necessary to ensure government ownership and secured funding after USAID’s funding is completed. The improvements that will result from these reforms, if successful, will increase the responsiveness of the government, credibility and financial sustainability of civil society sector, increase citizen engagement in the fight against corruption, and increase general respect for rule of law. Taken together, this will contribute positively to BiH prospects for EU integration.

B. Gender Analysis: To the greatest extent possible, the USAID’s Civil Society – Anti-corruption Activity will promote gender equality and female empowerment as core development objectives throughout all components of this activity. The applicant is expected to integrate gender equality into all relevant aspects of programming, develop indicators that will measure specific gender equality goals, and report them back to USAID. The applicant is encouraged to propose instances and activities that will focus on gender issues and specifically address the concerns of women and provide an explanation of co-relations between (anti)corruption and gender equality.

C. Anti-Corruption: USAID’s Civil Society – Anti-corruption Activity will fully be focused on Anti-corruption issue and will serve as USAID’s backbone anti-corruption activity. It will provide assistance to civil society to increase engagement of citizens in fight against corruption, and coordinate all USAID and non-USAID anti-corruption initiatives.

D. Youth: USAID’s Civil Society – Anti-corruption Activity will involve young people not only as participants in program activities but in leadership roles to set strategic directions and implement the program. Change in society cannot happen without this direct engagement of youth

in leadership roles and allowing them to make decisions about how anti-corruption activities can best reach their peers.

Annex 1 of the PD: USAID activities that contribute to the USG’s anti-corruption strategy

USAID activities that directly address corruption (and with whom the CS-AC activity must coordinate)

1. Planned new award, USAID’s **Investigative Reporting Activity** is linked with the goal of the CS-AC program to increase citizen participation in the fight against corruption. It will do so by increasing citizen access to high-quality, fact based investigative reports on public corruption. As such, the public will have increased awareness on corruption cases, the quantity and quality of investigative reporting will increase, and there will be a significant expansion of the network of media outlets and journalists dedicated to investigative reporting.
2. Planned new award, USAID’s **Justice Activity (JACA)** aims to strengthen the capabilities of justice sector actors by focusing on the professional status and performance of prosecutors, thus increasing their capacity to more vigorously investigate criminal acts in BiH. The project strengthens justice sector institutions’ abilities to uphold public integrity and combat corruption through mentoring, training and technical assistance. Particular focus is given to specialized prosecutors’ units in charge for corruption and organized crime cases.
3. Planned new award, USAID/**Radical E-Services (RES-ist) Activity** is in its essence an anti-corruption program. Firstly it aims to increase transparency in dealings between public officials and potential investors, local businesses and citizens through minimizing discretion of public officials to abuse authority and hinder processes that they are trusted with. RESist will also reduce opportunity for both “supply” and “demand” driven inducements by automating processes and reducing level of interaction with the public officials. Secondly, it will increase transparency and accountability in public procurements through increased scrutiny over the public tender processes, improved data analytics and information sharing with public. The activities will be coupled and complemented by the tailored actions geared towards capacity building in CSO watchdog organizations (follow - on CSO project) that will focus on public procurement processes. Additional information on the upcoming activity can be found at <https://www.fbo.gov/spg/AID/OM/BOS/RES-ist/listing.html>.

USAID activities that indirectly address corruption (and with whom the CS-AC activity must coordinate)

1. USAID’s **Catalyzing Cross-Party Initiatives (AID-168-LA-17-00002)** program improves BiH’s overall reform prospects by engaging political parties in both BiH entities in cross-party discourse and policy development that focuses on pressing social and economic problems. Reinforcing cross-party and cross-ethnic groups around social and economic issues of concern to citizens will help ease ethnic tensions and facilitate reforms. The project also provides opportunities for young political actors to engage in political life more effectively, by deepening their understanding of policymaking and creating linkages between their parties.

2. USAID’s **Independent Media Empowerment Program (IMEP) (AID-168-A-17-00001)** sustains independent media in BiH by providing direct support for media that produce professional and independent reporting. The program supports legal representation for media organizations and journalists targeted by politically motivated defamation lawsuits.
3. USAID’s **Balkan Media Assistance Program (BMAP) (AID-168-LA-17-00003)** assists media practitioners in Bosnia and Herzegovina, Kosovo, Macedonia, Montenegro, and Serbia in becoming more competitive in the local and regional marketplaces. BMAP also strengthens the sustainability of the independent media sector in the region.
4. USAID’s **Fiscal Sector Reform Activity (AID-168-C-14-00001)** works with the Ministries of Finance and Tax Administrations in both entities of BiH, and other government institutions to improve fiscal discipline, management and coordination at all levels of governance. The project increases tax compliance, simplifies the business regulatory environment, and strengthens fiscal discipline. It improves the capacity of the Fiscal Council at the state level and the two analytical units of the Ministries of Finance in the entities. These improvements will make BiH more attractive to foreign and domestic investors.

AUTHORIZING LEGISLATION/APPLICABILITY

This funding opportunity is authorized under the Foreign Assistance Act (FAA) of 1961, as amended. The resulting award will be subject to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and USAID’s supplement, 2 CFR 700, as well as the additional requirements found in Section F.

[END OF SECTION A: PROGRAM DESCRIPTION]

SECTION B: FEDERAL AWARD INFORMATION

1. Estimate of Funds Available and Number of Awards Contemplated

USAID intends to award one Cooperative Agreement pursuant to this notice of funding opportunity. Subject to funding availability and at the discretion of the Agency, USAID intends to provide \$7 Million in total USAID funding.

2. Start Date and Period of Performance for Federal Awards

The anticipated period of performance is five years. The estimated start date will be upon the signature of the award on or about, but no later than September 2019.

3. Substantial Involvement

USAID anticipates having substantial involvement throughout the implementation of this cooperative agreement in accordance with ADS 303.3.11 (<http://auslnxapvweb01.usaid.gov/ADS/300/303.pdf>).

USAID expects to be substantially involved in the cooperative agreement as follows:

- a. Approval of the Recipient's Implementation Plans including Work Plans.
- b. Approval of specified key personnel and any changes to the proposed key personnel.
- c. Agency and recipient collaboration or joint participation.
 - Concurrence on the substantive provisions of sub-awards.
 - Approval of the recipient's monitoring and evaluation plans.
 - Monitor to authorize direction or redirection because of interrelationships with other projects. All such activities must be included in the program description, negotiated in the budget, and made part of the award.

4. Authorized Geographic Code

The geographic code for the procurement of commodities and services under this activity is **937**. Code 937 is defined as the United States, the cooperating/recipient country, and developing countries other than advanced developing countries, and excluding prohibited sources.

5. Nature of Relationship between USAID and the Recipient

The principal purpose of the relationship with the Recipient and under the subject activity is to transfer funds to accomplish a public purpose of support or stimulation of the Civil Society – Anti-Corruption Activity which is authorized by Federal statute. The successful Recipient will be responsible for ensuring the achievement of the program objectives and the efficient and effective administration of the award through the application of sound management practices. The Recipient will assume responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.

[END OF SECTION B: FEDERAL AWARD INFORMATION]

SECTION C: ELIGIBILITY INFORMATION

1. Eligible Applicants

The eligibility for this RFA is restricted to local Bosnia and Herzegovina organizations. The eligibility requirements apply only to the principal Applicant.

Only local organizations as defined below are eligible for award. USAID defines a “local entity” as an individual, a corporation, a nonprofit organization, or another body of persons that:

- (1) Is legally organized under the laws of BiH;
- (2) Has as its principal place of business or operations in BiH;
- (3) Is majority owned by individuals who are citizens or lawful permanent residents of BiH; and
- (4) Is managed by a governing body the majority of who are citizens or lawful permanent residents of the country receiving assistance.

For purposes of this section, ‘majority owned’ and ‘managed by’ include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means.

USAID welcomes applications from organizations that have not previously received financial assistance from USAID.

Applicants must have established financial management, monitoring and evaluation processes, internal control systems, and policies and procedures that comply with established U.S. Government standards, laws, and regulations. The successful applicant will be subject to a responsibility determination assessment (Pre-award Survey) by the Agreement Officer (AO).

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

2. Cost Sharing or Matching

Cost sharing under this activity is suggested (voluntary) but not required. Such funds may be provided directly by the recipient; other multilateral, bilateral, and foundation donors; host governments; and local organizations, communities and private businesses that contribute financially and in-kind to implementation of activities at the country level. This may include contribution of staff level of effort, office space or other facilities or equipment which may be used for the activity, provided by the recipient. For guidance on cost sharing in grants and cooperative agreements see 2 CFR 200.306.

[END OF SECTION C: ELIGIBILITY INFORMATION]

SECTION D: APPLICATION AND SUBMISSION INFORMATION

1. Agency Points of Contact

Ms. Sarah R. Bueter
Agreement Officer
USAID/BiH/OAA
sbueter@usaid.gov

Ms. Sanela Pasanovic
Acquisition and Assistance Specialist
USAID/BiH/OAA
ssalkic@usaid.gov

2. Questions and Answers

Questions regarding this RFA must be submitted in writing via e-mail to sarajevoaa@usaid.gov no later than February 25, 2019, 09:00 a.m. Sarajevo local time. Any information given to a prospective Applicant concerning this RFA will be furnished promptly to all other prospective Applicants as an amendment to this RFA, if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective Applicant.

USAID/BiH will organize a **Pre-Application Conference** for interested applicants to discuss Program Description and requirements of this RFA. The pre-application conference is scheduled for **March 5, 2019, 10:00 a.m. at the U.S. Embassy in Bosnia-Herzegovina**, Roberta Frasure 1, 71000 Sarajevo, Bosnia-Herzegovina.

3. Content and Form of Application Submission

This RFA includes three separate phases. Each phase requires a different type of submission. The first phase is a concept notes; second is an oral review; and the third one is a full application as shown below:

Merit Review Phase 1 (Concept Notes): The first phase includes a written concept notes application and summary budget application. Applicants are invited to submit a concept note not to exceed seven (7) pages. More information regarding the concept note submission follows in Section D.4 and D.5 below. Concept notes will be evaluated in accordance with the merit review criteria set forth in Section E.3.

Following the evaluation of the concept note, selected applicants will be invited to participate in Merit Review Phase 2.

Merit Review Phase 2 (Oral Presentation): The second phase is an oral presentation. Selected applicants will be invited to participate in Phase 2. Notification will be provided approximately three to four weeks after the submission deadline of the concept note. Oral presentations will be conducted at the U.S. Embassy in Bosnia-Herzegovina, Roberta Frasure 1, Sarajevo or at a different venue set by USAID in Sarajevo. They will last up to 2 hours and will be conducted in English. The participation of proposed key personnel is encouraged. Oral presentations are anticipated to occur during the week of April 15. Applicants are responsible for all costs incurred, including travel and any other costs related to the oral presentation phase.

At the completion of Phase 2, USAID/BiH will notify each applicant in writing via email of their application status (either unsuccessful or invited for full application submission).

Merit Review Phase 3 (Full Application): The apparently successful applicant(s) will be requested to submit a full application in accordance with D.5.C and finalize the Program Description – with inputs from USAID/BiH – and submit a full cost application to inform the resulting Cooperative Agreement. No funding will be made available prior to the award of the Cooperative Agreement. Applicants, including the organization selected to develop the Program Description, are responsible for all costs incurred prior to the award of the Cooperative Agreement. Costs incurred in the application phase will not be reimbursed unless explicit written authorization is provided by the Agreement Officer.

Information for all phases:

Each Applicant must furnish the information required by this RFA. The technical and cost/budget submission requirements - applications must be separate from each other (i.e., separate pats/documents).

Any erasures or other changes to the application must be initialed by the person signing the application. Applications signed by an agent on behalf of the Applicant must be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

Concept notes and full application must comply with the following:

- USAID will not review any pages in excess of the page limits noted in the subsequent sections. Please ensure that applications comply with the page limitations.
- Written in English.
- Use standard A4 paper, single-spaced, 12 point Times New Roman font, 1” margins, left justification and headers and/or footers on each page including consecutive page numbers, date of submission, and Applicant’s name. Bullet points are allowed.
- Applicants should use simple English, no buzzwords. No charts, tables, graphs or call out boxes should be used in the first phase of application (Concept Note).
- Submitted via Microsoft Word or PDF formats, except budget files which must be submitted in Microsoft Excel.
- The Cost Schedule must include an Excel spreadsheet with all cells unlocked and no hidden formulas or sheets. A PDF version of the Excel spreadsheet may be submitted in addition to the Excel version at the Applicant’s discretion, however, the official cost application submission is the unlocked Excel version.
- Do not submit electronic copies in .zip format.
- The maximum size for one email inclusive of all attachments is 25MB.

Applicants must review, understand, and comply with all aspects of this RFA. Failure to do so may be considered as being non-responsive and may be evaluated accordingly. Applicants should retain a copy of the application and all enclosures for their records.

4. Application Submission Procedures

It is the Applicant's responsibility to ensure that all necessary documentation is complete and received on time.

Applications must be submitted by email to sarajevoaaa@usaid.gov by the time and date indicated on the cover letter of this RFA. Late applications will not be reviewed nor considered. Applicants must retain proof of timely delivery in the form of system generated documentation of delivery receipt date and time/confirmation from the receiving office/certified mail receipt.

Email submissions must include the RFA number and applicant's name in the subject line heading. In addition, for an application sent by multiple emails, the subject line must also indicate whether the email relates to the technical or cost application, and the desired sequence of the emails and their attachments (e.g. "No. 1 of 4", etc.). For example, if your cost application is being sent in two emails, the first email should have a subject line that states: "[RFA number], [organization name], Cost Application, Part 1 of 2".

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

After submitting an application electronically, applicants should immediately check their own email to confirm that the attachments were indeed sent. If an applicant discovers an error in transmission, please send the material again and note in the subject line of the email or indicate in the file name if submitted via grants.gov that it is a "corrected" submission. Do not send the same email more than once unless there has been a change, and if so, please note that it is a "corrected" email.

Applicants are reminded that e-mail is NOT instantaneous, and in some cases delays of several hours occur from transmission to receipt. Therefore, applicants are requested to send the application in sufficient time ahead of the deadline. For this RFA, the initial point of entry to the government infrastructure is the USAID mail server.

5. Technical Application Format

The technical application should be specific, complete, and presented concisely. The application must demonstrate the Applicant's capabilities and expertise with respect to achieving the goals of this activity. The application should take into account the requirements of the activity and merit review criteria found in this RFA.

A. Phase 1 - Concept Note Phase

The following must be included in the concept note in order to meet the submission requirements:

(a) **Cover Page** – The concept note must include a cover page containing the following information:

- Name of the organization(s) submitting the application;
- Identification and signature of the primary contact person (by name, title, organization, mailing address, telephone number and email address) and the identification of the alternate

contact person (by name, title, organization, mailing address, telephone number and email address);

- Program name
- Notice of Funding Opportunity number (RFA number)
- Name of any proposed sub-recipients or partnerships.

(b) Table of Contents: Include major sections and page numbering to easily cross-reference and identify merit review criteria.

(c) Technical Approach and Organizational Capacity: See below concept notes detailed instructions.

(d) Summary Budget: Annex 1 – Summary budget form.

b. Concept Notes Instructions

Be specific and concise. No graphs, tables, pictures, or buzzwords. Applicants may use bullets when needed in order to be concise. Applicants should be bold and think of new ways of doing business.

1. Technical Approach (3-5 pages)

- a. Anti-corruption legislative reforms and monitoring (Component 1)**
 - Provide your technical approach to advance each legislative area shown in Component 1 in Section A of the RFA, (which includes Conflict of Interest, Whistleblower, etc) and your own proposed areas, if applicable.
 - How is your activity going to engage other players in your implementation for this component? Specifically other CS-AC organizations and the private sector.

- b. Effective Engagement of Citizens (Component 2)**
 - The applicant should provide creative and realistic ideas for engagement of citizens as described in Component 2 and how these ideas will be implemented. Applicants should convincingly demonstrate that the proposed ideas will achieve USAID's stated objectives within the available time frame and resources available.
 - The applicant should explain how this activity will engage other players, particularly other CS-AC organizations and the private sector.

2. Organizational Capacity (1-2 Pages) (Component 3)

In this section, describe your organization's experience and examples of prior activities (within past five years) implemented that demonstrate the ability to manage the activity you've proposed. If your proposed approach includes other key partners, you may include experience for them to further demonstrate your capabilities. As applicable to your proposed approach, this could include:

- Tailored training provisions for civil society as described in the Component 3 of the program description;
- Sub-grants capability;

- Coordination with other civil society efforts and key actors in the government and key actors in the government and international community.

3. Summary Budget

The applicants are requested to submit a summary budget only at the concept stage (See Annex 1 – summary budget form)

Direct vs. Indirect Costs - Applicants must indicate whether they are proposing indirect costs or will charge all costs directly. 2 CFR 200, Subpart E, Section 200.414 (f) specifies that any non-Federal entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs (indirect costs) which may be used indefinitely. If chosen, this methodology once elected must be used consistently for all Federal awards. The applicant must describe which cost elements it charges indirectly vs. directly. Costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both.

APPLICANTS ARE NOT REQUIRED TO SUBMIT A DETAILED BUDGET AT THE CONCEPT NOTES STAGE.

B. Phase 2 - Oral Presentations Phase

The oral presentation will focus on the details of your concept note and our questions based on your approach, which might include questions related to risks of your approach such as, “What are the risks in your proposed interventions/ideas and how will you manage those risks?” Costs incurred to prepare and attend oral presentations will not be reimbursed. Oral presentations will be evaluated in accordance with the Merit Review Criteria outlined in Section E.3 below.

Applicants invited to participate in oral presentations will have the discretion to determine the format of the presentation. If Applicants decide to use PowerPoint, some helpful guidance on presentations can be found [here](#) or [other](#) similar links.

C. Phase 3 - Full Application Phase

DO NOT provide a full application unless requested to do so by USAID Agreement Officer

a. The following must be included in the full application in order to meet the submission requirements:

(a) Cover Page – Please see required cover page information as described under 5.A.a.- concept note cover page submissions.

(b) Table of Contents: Include major sections and page numbering to easily cross-reference and identify merit review criteria.

(c) Technical Application: See below full application detailed instructions (D.5.b)

(d) Cost/Budget Application: See below full cost application detailed instructions (D.6)

b. Technical Full Application Instructions

Final Program Description (PD) (limited to 25 pages) must address the following:

a) Technical narrative: Clearly identify and describe the activities to be addressed in order to achieve expected result presented in Section A – Program Description of the RFA and provide a thorough description of:

1. The proposed approach and activities to achieve the objectives required by the RFA;
2. The anticipated outputs, outcomes, results and impact relevant to the proposed approach;
3. The roles and responsibilities of the core partners. This must include a description of specific partner activities and how they contribute to particular outputs, outcomes, results and intended impacts;
4. How the outcomes and results, as well as any activities that need to continue beyond the duration of a USAID award, will be sustainable without continued USAID funding or involvement after the award ends;
5. Address the cross cutting requirements listed under “5. Special Considerations” of the Program Description.

b) Key personnel: Key personnel for the activity are those individuals whose performance is critical to the success of the award. USAID minimum requirement is Chief of Party who is expected to coordinate the activity and is the face of the USAID Activity. The applicants may propose others if desired (those considered crucial for the implementation of the activity). Applicant should specify the qualifications and abilities of proposed key personnel relevant to successful implementation of the proposed technical approach. The Chief of Party is required to have a minimum of intermediate level of English language skills to represent the activity. Applicant should justify why their chosen candidate for Chief of Party is the best choice to implement the proposed activity.

Applicants must include position descriptions for the proposed key personnel, in the case of potential changes to the individuals serving in the positions (the position descriptions should show what criteria will be used to find future key personnel).

Applicants should also provide resumes for any proposed key positions. Resumes may not exceed two pages in length and should be in reverse chronological order starting with most recent experience. Each resume should be accompanied by a signed letter of commitment from each candidate indicating his/her: (a) availability to serve in the stated position; (b) intention to serve for a stated term of the service; and (c) agreement to the compensation levels which correspond to the levels set forth in the cost application. Three current and relevant professional references (with name, email address and phone number) must also be provided for all key personnel and USAID/BiH reserves the right to contact additional references if necessary.

Applicants have the discretion to determine the proper number and mix of additional long-term personnel, short-term technical assistance, and other staffing arrangements to cost-effectively carry out the objectives of this activity. The Applicant must strive to keep the number of fulltime expatriate staff to a minimum.

c) Draft Monitoring, Evaluation, Learning (MEL) Plan

In response to this RFA, and as an attachment to the Technical Application, applicants shall provide a draft Activity Monitoring, Evaluation, and Learning (MEL) Plan. The required MEL Plan Template (Attachment 1) must include the activity-level logframe (Attachment 2).

Applicants will be required to provide a summary of monitoring and evaluation efforts within the 25-page limit of the technical application and submit MEL Plan template and logframe as an attachment to the Technical Application. Applicants must clearly describe all MEL efforts in the technical proposal and associated costs in the budget proposal.

MEL Plan must include indicators to measure each activity result, baseline data, and clear targets throughout the life of the activity. In order to track how effectively USAID assistance contributes to gender equality and female empowerment, the Initial MEL plan must include gender-sensitive indicators and sex-disaggregated data. All people-level indicators must be sex-disaggregated. It is important that the applicant budgets for all costs related to data collection as proposed in the Initial MEL plan.

In accordance with the attached logframe, the Applicant must include the following two indicators:

- Number of anti-corruption measures proposed, adopted, or implemented due to USG assistance to include laws, policies, or procedures.
- Number of Civil Society Organizations (CSOs) receiving USG assistance engaged in advocacy interventions.

In addition, the activity purpose will be measured by one or two outcome indicators to be proposed and developed by the implementing partner.

In general, the implementing partner is responsible for monitoring of all program activities during the life of the program. Monitoring and evaluation will be a collaborative process with the participation of the implementing partner, USAID, and a third party MEL contractor. USAID reserves the right to do an evaluation at any point of the activity implementation. Any evaluation of this activity will be covered outside of the activity's budget and contracted directly to external sources by USAID.

6. Business (Cost) FULL Application Format

The Cost/Business Application, only required for Phase 3 Full Application, must be in English with monetary amounts in U.S. dollars. While no page limit exists for the full cost application, Applicants are encouraged to be as concise as possible while still providing the necessary details. The cost/business application must illustrate the entire period of performance, using the budget format shown in the SF-424A.

Prior to award, Applicants may be required to submit additional documentation deemed necessary for the Agreement Officer to assess the Applicant's risk in accordance with 2 CFR 200.205. Applicants should not submit any additional information with their initial application.

The Cost Application must contain the following sections (which are further elaborated below this listing with the letters for each requirement):

- a) Cover Page** (See Section D.5.a above for requirements)
- b) SF 424 Form(s)** - Standard Forms can be accessed electronically at www.grants.gov or using the following link: <http://www.grants.gov/web/grants/forms/sf-424-family.html>

- SF-424 (Application for Federal Assistance) - Applicants need only to complete the fields in the form that are marked with an asterisk (*), as applicable. The form must be signed and dated by an authorized representative of the applicant entity. Instructions on how to complete the form are available on the Grants.gov website.
- SF-424A (Budget Information- Non-Construction Programs): Instructions for completing this form are available on the Grants.gov website.
- SF-424B (Assurances -Non-Construction Programs): The form must be signed and dated by an authorized representative of the applicant entity. Instructions for completing this form are available on the Grants.gov website.

Failure to accurately complete these forms could result in the rejection of the application.

c) Potential Request for Additional Documentation

Upon consideration of award or during the negotiations leading to an award, an apparently successful applicant(s) may be required to submit additional documentation prior to issuance of an award. Applicants should not submit the information below with their applications. The information in this section is provided so that Applicants may become familiar with additional documentation that may be requested by the Agreement Officer.

- Reviewed Financial Statements Report or an Audited Financial Statements Report:
- Bylaws, constitution, and articles of incorporation, if applicable.
- Copies of the applicant’s travel, procurement, financial management, accounting manual and personnel policies and procedures, etc.
- Any other information deemed necessary by the Agreement Officer to make an affirmative determination of responsibility (positive risk assessment determination).

d) Budget and Budget Narrative

The Budget must be submitted as one unprotected Excel file with visible formulas and references and must be broken out by project year, including itemization of the federal and non-federal (cost share) amount. Files must not contain any hidden or otherwise inaccessible cells. Budgets with hidden cells lengthen the cost analysis time required to make award, and may result in a rejection of the cost application. The Budget Narrative must contain sufficient detail to allow USAID to understand the proposed costs. The Applicant must ensure the budgeted costs address any additional requirements identified in Section F, such as Branding and Marking. The Budget Narrative must be thorough, including sources for costs to support USAID’s determination that the proposed costs are fair and reasonable.

The Budget must include the following worksheets or tabs, and contents, at a minimum:

- Summary Budget, inclusive of all program costs (federal and non-federal), broken out by major budget category (as indicated in SF-424) and by year for activities implemented by the Applicant and any potential sub-applicants for the entire period of the activity.
- Detailed Budget, including a breakdown by year, sufficient to allow the Agency to determine that the costs represent a realistic and efficient use of funding to implement the applicant’s program and are allowable in accordance with the cost principles found in 2 CFR 200 Subpart E.

- Detailed Budgets for each sub-recipient, for all federal funding and cost share, broken out by budget category and by year, for the entire implementation period of the project.

The Detailed Budget must contain the following budget categories and information, at a minimum:

- 1) *Salaries* – The Applicant’s budget must include position title, salary rate, level of effort, and salary escalation factors for each position. The Budget Narrative must demonstrate that the proposed compensation is reasonable for the services rendered and consistent with what is paid for similar work in other activities of the applicant. Applicants should also state whether the proposed compensation is in line with their established written policies on personnel compensation. If the Applicant’s written policies do not address a specific element of compensation that is being proposed, the Budget Narrative must describe the rationale used and supporting market research.
- 2) *Fringe Benefits* – The Budget Narrative must include a detailed breakdown comprised of all items of fringe benefits and the costs of each, expressed in U.S. dollars and as a percentage of salaries.
- 3) *Travel and Transportation* – Provide details to explain the purpose of the trips, the number of trips, the origin and destination, the number of individuals traveling, and the duration of the trips. Per Diem and associated travel costs must be based on the applicant’s normal travel policies.
- 4) *Procurement or Rental of Goods (Equipment & Supplies), Services, and Real Property* – Must include information on estimated types of equipment, models, supplies and the cost per unit and quantity. The Budget Narrative must include the purpose of the equipment and supplies and the basis for the estimates. The Budget Narrative must support the necessity of any rental costs and reasonableness in light of such factors as: rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased.
- 5) *Subawards* – Specify the budget for the portion of the program to be passed through to any subrecipients. The subrecipient budgets must align with the same requirements as the Applicant’s budget.
- 6) *Other Direct Costs* – This may include other costs not elsewhere specified which directly benefit the program proposed by the applicant. The applicant should indicate the subject, venue and duration of any proposed conferences and seminars, and their relationship to the objectives of the program, along with estimates of costs. Otherwise, the narrative should be minimal.
- 7) *Indirect Costs* – Applicants must indicate whether they are proposing indirect costs or will charge all costs directly.
- 8) *Cost Sharing* – The budget narrative should detail what cost sharing, if any, will be contributed to the program. Applicants should also provide a breakdown of the cost share (financial and in-kind contributions) of all organizations involved in implementing the resulting award.

e) Approval of Subawards

The Applicant must submit information for all subawards that it wishes to have approved at the time of award. For each proposed subaward the Applicant must provide the following:

- Name of organization
- DUNS Number
- Confirmation that the subrecipient does not appear on the Treasury Department's Office of Foreign Assets Control (OFAC) list
- Confirmation that the subrecipient does not have active exclusions in the System for Award Management (SAM)
- Confirmation that the subrecipient is not listed in the United Nations Security designation list
- Confirmation that the subrecipient is not suspended or debarred
- Confirmation that the applicant has completed a risk assessment of the subrecipient, in accordance with 2 CFR 200.331(b)
- Any negative findings as a result of the risk assessment and the applicant's plan for mitigation.

f) Dun and Bradstreet and SAM Requirements

USAID may not award to an applicant unless the applicant has complied with all applicable unique entity identifier (DUNS number) and System for Award Management (SAM) requirements. Each applicant is required to:

1. Provide a valid DUNS number for the Applicant and all proposed sub-recipients;
2. Be registered in SAM before submitting its application. SAM is streamlining processes, eliminating the need to enter the same data multiple times, and consolidating hosting to make the process of doing business with the government more efficient (www.sam.gov).
3. Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

The registration process may take many weeks to complete. Therefore, Applicants are encouraged to begin the process early. If an applicant has not fully complied with the requirements above by the time USAID is ready to make an award, USAID may determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant.

DUNS number: <http://fedgov.dnb.com/webform>

SAM registration: <http://www.sam.gov>

Non-U.S. applicants can find additional resources for registering in SAM, including a Quick Start Guide and a video on how to obtain an NCAGE code, on www.sam.gov, navigate to Help, then to International Registrants.

g) Required Certifications

In addition to the certifications that are included in the SF-424 family, the applicant must provide a copy of Certifications, Assurances, Representations, and Other Statements of the Recipient. A copy of this document is located at <http://www.usaid.gov/sites/default/files/documents/1868/303mav.pdf>

h) History of Performance

The apparently successful applicant(s) must provide information regarding its recent history of performance for all its cost-reimbursement contracts, grants, or cooperative agreements involving similar or related programs during the past three years. The reference information for these awards must include the following:

- Name of the Awarding Organization;
- Award Number;
- Activity Title;
- A brief description of the activity;
- Period of Performance;
- Award Amount;
- Reports and findings from any audits performed in the last three years; and
- Name of at least two (2) updated professional contacts who most directly observed the work at the organization for which the service was performed with complete current contact information including telephone number, and e-mail address for each proposed individual.

If the Applicant encountered problems on any of the referenced Awards, it may provide a short explanation and the corrective action taken. The applicant should not provide general information on its performance. USAID reserves the right to obtain relevant information concerning an Applicant's history of performance from any sources and may consider such information in its review of the Applicant's risk. The Agency may request additional information and conduct a pre-award survey if it determines that it is necessary to inform the risk assessment. Attachment 3 – Past Performance Information (PPI) – Short form may be used by applicants to present the past performance information requested.

i) Branding Strategy & Marking Plan

The apparently successful applicant(s) will be asked to provide a Branding Strategy and Marking Plan to be evaluated and approved by the Agreement Officer and incorporated into any resulting award. The Branding Strategy and Marking Plan should be submitted in accordance with the below pre-award terms.

Branding Strategy – Assistance (June 2012)

- a. Applicants recommended for an assistance award must submit and negotiate a "Branding Strategy," describing how the program, project, or activity is named and positioned, and how it is promoted and communicated to beneficiaries and host country citizens.
- b. The request for a Branding Strategy, by the Agreement Officer from the applicant, confers no rights to the applicant and constitutes no USAID commitment to an award.
- c. Failure to submit and negotiate a Branding Strategy within the time frame specified by the Agreement Officer will make the applicant ineligible for an award.
- d. The applicant must include all estimated costs associated with branding and marking USAID programs, such as plaques, stickers, banners, press events, materials, and so forth, in the budget portion of the application. These costs are subject to the revision and negotiation with the Agreement Officer and will be incorporated into the Total Estimated Amount of the grant, cooperative agreement or other assistance instrument.
- e. The Branding Strategy must include, at a minimum, all of the following:
 - (1) All estimated costs associated with branding and marking USAID programs, such as plaques, stickers, banners, press events, materials, and so forth.

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

(i) USAID requires the applicant to use the “USAID Identity,” comprised of the USAID logo and landmark, with the tagline “from the American people” as found on the USAID Web site at <http://www.usaid.gov/branding>, unless Section VI of the RFA or APS states that the USAID Administrator has approved the use of an additional or substitute logo, seal, or tagline.

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

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

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

(v) USAID prefers to fund projects that do not have a separate logo or identity that competes with the USAID Identity. If there is a plan to develop a separate logo to consistently identify this program, the applicant must attach a copy of the proposed logos. Section VI of the RFA or APS will state if an Administrator approved the use of an additional or substitute logo, seal, or tagline.

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

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

(i) Describe the main program message.

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

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

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

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

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

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

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

Marking Plan – Assistance (June 2012)

a. Applicants recommended for an assistance award must submit and negotiate a “Marking Plan,” detailing the public communications, commodities, and program materials, and other items that will visibly bear the “USAID Identity,” which comprises of the USAID logo and brandmark, with the tagline “from the American people.” The USAID Identity is the official marking for the Agency, and is found on the USAID Web site at <http://www.usaid.gov/branding>. Section VI of the RFA or APS will state if an Administrator approved the use of an additional or substitute logo, seal, or tagline.

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

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

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

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

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

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

(ii) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;

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

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

(v) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.

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

- (i) The program deliverables that the applicant plans to mark with the USAID Identity;
 - (ii) The type of marking and what materials the applicant will use to mark the program deliverables;
 - (iii) When in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking;
 - (iv) What program deliverables the applicant does not plan to mark with the USAID Identity, and
 - (v) The rationale for not marking program deliverables.
- (3) Any requests for an exemption from USAID marking requirements, and an explanation of why the exemption would apply. The applicant may request an exemption if USAID marking requirements would:
- (i) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials. The applicant must identify the USAID Development Objective, Interim Result, or program goal furthered by an appearance of neutrality, or state why an aspect of the award is presumptively neutral. Identify by category or deliverable item, examples of material for which an exemption is sought.
 - (ii) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent. The applicant must explain why each particular deliverable must be seen as credible.
 - (iii) Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications. The applicant must explain why each particular item or product is better positioned as host-country government item or product.
 - (iv) Impair the functionality of an item. The applicant must explain how marking the item or commodity would impair its functionality.
 - (v) Incur substantial costs or be impractical. The applicant must explain why marking would not be cost beneficial or practical.
 - (vi) Offend local cultural or social norms, or be considered inappropriate. The applicant must identify the relevant norm, and explain why marking would violate that norm or otherwise be inappropriate.
 - (vii) Conflict with international law. The applicant must identify the applicable international law violated by the marking.
- f. The Agreement Officer will consider the Marking Plan's adequacy and reasonableness and will approve or disapprove any exemption requests. The Marking Plan will be reviewed to ensure the above information is adequately included and consistent with the stated objectives of the award, the applicant's cost data submissions, and the performance plan.

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

j) Funding Restrictions

Profit is not allowable for recipients or subrecipients under this award. See 2 CFR 200.330 for assistance in determining whether a sub-tier entity is a subrecipient or contractor.

Construction will not be authorized under this award.

USAID will not allow the reimbursement of pre-award costs under this award without the explicit written approval of the Agreement Officer.

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in Section B.4 of this RFA and must meet the source and nationality requirements set forth in 22 CFR 228.

k) CONFLICT OF INTEREST PRE-AWARD TERM (August 2018)

a. Personal Conflict of Interest

1. An actual or appearance of a conflict of interest exists when an applicant organization or an employee of the organization has a relationship with an Agency official involved in the competitive award decision-making process that could affect that Agency official's impartiality. The term "conflict of interest" includes situations in which financial or other personal considerations may compromise, or have the appearance of compromising, the obligations and duties of a USAID employee or recipient employee.

2. The applicant must provide conflict of interest disclosures when it submits an SF-424. Should the applicant discover a previously undisclosed conflict of interest after submitting the application, the applicant must disclose the conflict of interest to the AO no later than ten (10) calendar days following discovery.

b. Organizational Conflict of Interest

The applicant must notify USAID of any actual or potential conflict of interest that they are aware of that may provide the applicant with an unfair competitive advantage in competing for this financial assistance award. Examples of an unfair competitive advantage include but are not limited to situations in which an applicant or the applicant's employee gained access to non-public information regarding a federal assistance funding opportunity, or an applicant or applicant's employee was substantially involved in the preparation of a federal assistance funding opportunity. USAID will promptly take appropriate action upon receiving any such notification from the applicant.

SECTION E: APPLICATION REVIEW INFORMATION

1. Criteria

The merit review criteria prescribed here are tailored to the requirements of this particular RFA. Applicants should note that these criteria serve to: (a) identify the significant matters which the Applicants should address in their applications, and (b) set the standard against which all applications will be evaluated.

Technical and other factors will be evaluated relative to each other, as described here and prescribed by the Technical Application Format. The Technical Applications will be scored by a Selection Committee (SC) using the criteria described in this section.

2. Review and Selection Process

The required format and content for the application are described in Section D. The applications will be evaluated using an adjectival rating system, in accordance with the selection criteria set forth below.

The SC will make a recommendation regarding which applicant should receive the award. USAID will collaborate with the apparently successful applicant(s) to create a final Program Description that will be included in the award.

Prior to negotiating an actual award, the Agreement Officer will review the apparently successful applicant(s) budget to ensure that costs, including cost sharing, are in compliance with OMB's and USAID's policies. The costs proposed must be determined to be reasonable, based on the Cost Application and other information, before award can be made.

Award will be made to the responsible applicant whose application is determined to be the best based on the criteria specified in this RFA. The Agreement Officer must also evaluate risk of the apparently successful applicant(s) and is charged with the final determination of whether to make an award to the apparently successful applicant(s). Among other issues, the apparently successful applicant(s) history of performance will be reviewed using the reference information contained in the Technical Application, along with any other information deemed relevant by the Agreement Officer or Selection Committee.

The Agreement Officer is the only individual who may legally obligate 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.

3. Merit Review

Applications will be reviewed and evaluated in accordance with the following criteria shown in order of importance:

A. Merit Review Criteria for Phase 1 - Concept Notes

1. **Technical Approach:** The concept notes will be evaluated from a technical perspective in terms of the degree to which the approaches are creative, feasible, and realistic (both

Component 1 and Component 2) and convincingly demonstrate that the proposed ideas will achieve USAID’s stated objectives within the available time frame and resources available.

2. **Organizational Capacity:** The extent to which the Applicant convincingly describes its experience and success in implementing similar and relevant interventions within last five (5) years (similar size and scope activities) and demonstrates capacity of the proposed Project team (consisted of one or several organizations/individuals) that will enhance the likelihood of achieving Activity objectives.

B. Merit Review Criteria for Phase 2 - Oral presentation

1. Presentation is relevant, concise and the presenter(s) is/are capable to answer raised questions.
2. Risks related to the proposed ideas/approach and the proposed plans for risk management/mitigation are realistic and feasible or the answers to other questions presented by USAID are able to show a realism in the proposed approach.
3. The extent to which the applicant is convincing that their approach is creative, feasible, and realistic for both components.

C. Merit Review Criteria for Phase 3 - Full Application

Technical narrative: USAID will conduct a merit review of the final full application received by the apparently successful applicant(s). Application(s) will be reviewed and evaluated on the extent to which the Final Program Description matches the proposed approach as demonstrated in the concept notes and oral presentation and clearly lays out the interventions and priorities and methods to achieve the objectives of the program as described under (D.5.C).

Key Personnel: USAID will evaluate the proposed key personnel positions (as provided in the proposed job descriptions), the proposed personnel for those positions with regards to their skills, interpersonal skills, experience, and education and the justification for how they will help the applicant implement the activities and accomplish the results of the Program Description.

Specifically, key personnel will be evaluated based on the demonstrated capability, experience, education, and qualifications as shown in the job descriptions and of proposed Chief of Party and other key personnel, if proposed.

History of performance – The applicant(s) past performance information will be evaluated based on the following: How well an applicant performed, the relevancy of the work performed under the program, instances of good performance, instances of poor performance, significant achievements, significant problems, and any indications of excellent or exceptional performance in the most critical areas, and an assessment of the risk of awarding to the applicant. Please see instructions described under D.6.h).

4. Cost/Business Review

The Agency will evaluate the cost application of the applicant under consideration for an award as a result of the merit criteria review to determine whether the costs are allowable in accordance with the cost principles found in 2 CFR 200 Subpart E. The Agency will also consider (1) the extent of the applicant's understanding of the financial aspects of the program and the applicant's ability to perform the activities within the amount requested; (2) whether the applicant's plans will achieve

the program objectives with reasonable economy and efficiency; and (3) whether any special conditions relating to costs should be included in the award. Proposed cost share, if provided, will be reviewed for compliance with the standards set forth in 2 CFR 200.306, 2 CFR 700.10, and the Standard Provision "Cost Sharing (Matching)" for U.S. entities, or the Standard Provision "Cost Share" for non-U.S. entities.

The AO will perform a risk assessment (2 CFR 200.205). The AO may determine that a preaward survey is required to inform the risk assessment in determining whether the prospective recipient has the necessary organizational, experience, accounting and operational controls, financial resources, and technical skills – or ability to obtain them – in order to achieve the objectives of the program and comply with the terms and conditions of the award. Depending on the result of the risk assessment, the AO will decide to execute the award, not execute the award, or award with “specific conditions” (2 CFR 200.207).

Cost share

Cost share requirements are described under Section C.2. Cost Sharing or Matching.

See below summary of the RFA requirements subject to review and evaluation.

Summary of instructions and merit review criteria				
Phase	Criteria	Sub-criteria	Instructions	Merit Review Criteria
1. Concept Note	Technical Approach (total 3-5 pages)	a. Anti-corruption legislative reforms and monitoring (Comp. 1)	1. Provide your technical approach to advance each legislative area shown in Component 1 in Section A of the RFA, (which includes Conflict of Interest, Whistleblower, etc) and your own proposed areas, if applicable. 2. How is your activity going to engage other players in your implementation for this component? Specifically other CS-AC organizations and the private sector.	Technical Approach: The concept note will be evaluated from a technical perspective in terms of the degree to which the approaches are creative, feasible, and realistic (both Component 1 and Component 2) and convincingly demonstrate that the proposed ideas will achieve USAID’s stated objectives within the available time frame and resources available.
		b. Effective Engagement of Citizens (Component 2)	1. The applicant should provide creative and realistic ideas for engagement of citizens as described in Component 2 and how these ideas will be implemented. Applicants should convincingly demonstrate that the proposed ideas will achieve USAID’s stated objectives within the available time frame and resources available. 2. The applicant should explain how this activity will engage other players, particularly other CS-AC organizations and the private sector.	
	Organizational Capacity (total 1-2 pages)		In this section, describe your organization’s experience and examples of prior activities (within past 5 years) implemented that demonstrate the ability to manage the activity you’ve proposed. If your proposed approach includes other key partners, you may include experience for them to further demonstrate your capabilities. As applicable to your proposed approach, this could include: - Tailored training provisions for civil society as described in the Component 3 of the Program Description; - Subgrants capability; - Coordination with other civil society efforts and key actors in the government	Organizational Capacity: The extent to which the Applicant convincingly describes its experience and success in implementing similar and relevant interventions within last 5 years (similar size and scope activities) and demonstrates capacity of the proposed Project team (consisted of one or several organizations/individuals) that will enhance the likelihood of achieving Activity objectives.
	Summary Budget		The applicants are requested to submit a summary budget only at the concept stage (See Annex 1 – summary budget form)	

2. Oral Presentation			<p>The oral presentation will focus on the details of your concept note and our questions based on your approach, which might include questions related to risks of your approach such as, “What are the risks in your proposed interventions/ideas and how will you manage those risks?” Costs incurred to prepare and attend oral presentations will not be reimbursed. Oral presentations will be evaluated in accordance with the Merit Review Criteria outlined in Section E.3</p>	<p>1. Presentation is relevant, concise and the presenter(s) is/are capable to answer raised questions. 2. Risks related to the proposed ideas/approach and the proposed plans for risk management/mitigation are realistic and feasible. 3. The extent to which the applicant is convincing that their approach is creative, feasible, and realistic for both components.</p>
3. Full Application	<p>Technical Narrative (25 pages including technical narrative and key personnel and monitoring and evaluation summary)</p>		<p>Clearly identify and describe the activities to be addressed in order to achieve expected result presented in Section A – Program Description of the RFA and provide a thorough description of: 1. The proposed approach and activities to achieve the objectives required by the RFA; 2. The anticipated outputs, outcomes, results and impact relevant to the proposed approach; 3. The roles and responsibilities of the core partners. This must include a description of specific partner activities and how they contribute to particular outputs, outcomes, results and intended impacts; 4. How the outcomes and results, as well as any activities that need to continue beyond the duration of a USAID award, will be sustainable without continued USAID funding or involvement after the award ends; 5. Address the cross cutting requirements listed under “5. Special Considerations” of the PD.</p>	<p>Technical narrative: USAID will conduct a merit review of the final full application received by the apparently successful applicant(s). Application(s) will be reviewed and evaluated on the extent to which the Final Program Description matches the proposed approach as demonstrated in the concept note and oral presentation and clearly lays out the interventions and priorities and methods to achieve the objectives of the program as described under D.5.C).</p>
	<p>Key Personnel</p>		<p>b) Key personnel (KP) for the activity are those individuals whose performance is critical to the success of the award. USAID minimum requirement is Chief of Party (COP) who is expected to coordinate the activity and is the face of the USAID Activity. Applicants may propose others if desired. Applicant should specify the qualifications and abilities of proposed KP relevant to successful imp. of the proposed technical approach. The COP is required to have a minimum of intermediate level of English language skills to represent the activity. Applicant should justify why their chosen candidate for COP is the best choice to implement the proposed activity. Applicants must include position descriptions (PD) for the proposed KP, in the case of potential changes to the individuals serving in the positions (the PDs should show what criteria will be used to find future KP). Applicants should also provide resumes for any proposed key positions. Resumes may not exceed 2 pgs in length and should be in reverse chronological order starting with most recent experience. Each resume should be accompanied by a signed letter of commitment from each candidate indicating his/her: (a) availability to serve in the stated position; (b) intention to serve for a stated term of the service; and (c) agreement to the compensation levels which correspond to the levels set forth in the cost application. 3 current and relevant professional references (with name, email address and phone number) must also be provided for all KP and USAID/BiH reserves the right to contact additional references if necessary. Applicants have the discretion to determine the proper number and mix of additional long-term personnel, short-term technical assistance, and other staffing arrangements to cost-effectively carry out the objectives of this activity. The Applicant must strive to keep the number of fulltime expatriate staff to a minimum.</p>	<p>Key Personnel: USAID will evaluate the proposed key personnel positions (as provided in the proposed job descriptions), the proposed personnel for those positions with regards to their skills, interpersonal skills, experience, and education and the justification for how they will help the applicant implement the activities and accomplish the results of the Program Description. Specifically, key personnel will be evaluated based on the demonstrated capability, experience, education, and qualifications as shown in the job descriptions and of proposed Chief of Party and other key personnel.</p>

	History of Performance		<p>The apparently successful applicant(s) must provide information regarding its recent history of performance for all its cost-reimbursement contracts, grants, or cooperative agreements involving similar or related programs during the past 5 years. The reference information for these awards must include the following: Name of the Awarding Organization; Award Number; Activity Title; A brief description of the activity; Period of Performance; Award Amount; Reports and findings from any audits performed in the last three years; and Name of at least two (2) updated professional contacts who most directly observed the work at the organization for which the service was performed with complete current contact information including telephone number, and e-mail address for each proposed individual. If the Applicant encountered problems on any of the referenced Awards, it may provide a short explanation and the corrective action taken. The applicant should not provide general information on its performance. USAID reserves the right to obtain relevant information concerning an Applicant’s history of performance from any sources and may consider such information in its review of the Applicant’s risk. The Agency may request additional information and conduct a pre-award survey if it determines that it is necessary to inform the risk assessment. Attachment 3 – Past Performance Information (PPI) – Short form may be used by applicants to present the past performance information requested.</p>	<p>History of performance – The applicant(s) past performance information will be evaluated based on the following: How well an applicant performed, the relevancy of the work performed under the program, instances of good performance, instances of poor performance, significant achievements, significant problems, and any indications of excellent or exceptional performance in the most critical areas, and an assessment of the risk of awarding to the applicant. Please see instructions described under D.6.h).</p>
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All above listed requirements will be reviewed and evaluated. Full application consists also of MEL Plan; Logframe; Branding and Marking Plan; Detailed Budget and Budget Narrative; SF 424 Forms; Certifications, Assurances and Representations; Sub-awards approval requirement (not subject to evaluation).

SECTION E: APPLICATION REVIEW INFORMATION

SECTION F: FEDERAL AWARD ADMINISTRATION INFORMATION

1. Federal Award Notices

Following selection of an awardee, USAID will inform the successful Applicant concerning the award. A notice of award signed by the Agreement Officer is the official authorizing document, which USAID will provide electronically to the successful Applicant's main point of contact. USAID also will notify unsuccessful Applicants concerning their status after selection has been made.

Award of the agreement contemplated by this RFA cannot be made until funds have been appropriated, allocated and committed through internal USAID procedures. While USAID anticipates that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for the award.

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

2. Administrative & National Policy Requirements

The resulting award from this RFA will be administered in accordance with the following policies and regulations.

For awardees who are Non-U.S. Nongovernmental Recipients, the Standard Provisions for Non-U.S. Nongovernmental Recipients will be included in any final agreement. They can be found at the following link: <http://inside.usaid.gov/ADS/300/303mab.pdf>

See Annex 2, for a list of the Standard Provisions that will be applicable to any awards resulting from this RFA.

3. Reporting Requirements

A. Financial Reporting:

(1) The Recipient is required to prepare and reconcile financial statements on a quarterly basis, in accordance with USAID's quarterly reporting schedule, for the duration of this program in order to establish the internal controls adequate to support financial reporting required under this Agreement. The Recipient shall submit the Federal Financial Standard Form SF-425 or SF-425A Federal Financial Report on a quarterly basis to the Agreement Officer's Representative (AOR), and one copy to the Payment Office within 30 days of the end of each calendar quarter, regardless the effective date of the Agreement. The form and instructions for using it are available on the Grants Management Forms page of the Office of Management and Budget website, at: http://www.whitehouse.gov/omb/grants_forms.

(2) The Recipient shall submit a Standard Form 1034 and SF 270 'Request for Advance or Reimbursement' on monthly bases for each upcoming month (30 day period) with the statement "Request for Advance" printed at the top of the form. Or respectively, the Recipient shall submit a Request for Reimbursement if for any reason it incurred expenditures but did not request or receive

any advances yet, or if the Recipient received advances, but the expenditures exceeded the aggregate amount of advances previously received. In case of the latter, the Request for Reimbursement shall not exceed the amount of expenditures in excess of the aggregate amount of advances received.

(3) The Recipient is requested to liquidate the advance on monthly bases. Regardless of the effective date of the agreement, the recipient shall submit an SF-1034 (marked "Liquidation of Advances") and SF-425 or SF-425a Federal Financial Report to liquidate the advances of the previous month. The Recipient shall submit the Liquidation of Advances Reports to the Paying Office and to the AOR.

(4) Each financial form shall be identified by the appropriate award number.

(5) The electronic copy of all final financial reports shall be submitted to the Paying Office, the Agreement Officer (AO) and the AOR not later than 60 calendar days after the estimated completion date of this award.

B. Program Reporting

The Recipient will provide below specified documents to the USAID Agreement Officer's Representative (AOR), and when requested, to the Agreement Officer (AO) as specified below and in the Substantial Involvement Provisions and in accordance with 2 CFR 200.328. The reports and plans should be combined and integrated.

The Recipient must submit the MEL plan and Quarterly/Annual Reports with accompanying data on performance indicators to the AOR through USAID/BiH's web-based performance management/geographic information system.

For each quarter of Activity implementation the Recipient must also submit to the AOR, through the web-based performance management/geographic information system, data identifying the approximate distribution of Activity spending by main work types and key issues. Activity spending will be based on the best estimate of spending in the previous quarter. The main work types are Small Grants, Property, Plants, Equipment, and Technical Assistance.

Reported data on both performance indicators and Activity spending must be geographically distributed whenever possible. During the MEL plan preparation phase, it will be decided on which geographical level(s) each performance indicator will be reported. Reported data on Activity spending per main work type must be geographically distributed by location point for Small Grants, Property, Plants, and Equipment and by geographic level (State, Entity, Canton, and municipality/city) for Technical Assistance.

All data and deliverables submitted through the web-based performance management/geographic information system will be confirmed by activity AORs.

I. Annual Work Plan

The Recipient shall submit an Annual Work Plan of its activities during the first year of the activity within 60 days of the effective date of the Cooperative Agreement for review, comments/suggestions of the AOR. The Recipient shall then submit the revised Work Plan to the AOR for approval not later than 15 days from receipt of USAID's comments and/or suggestions.

Subsequent Annual Work Plans should be submitted 30 days prior to commencement of the subsequent year of the Cooperative Agreement.

The Work Plan shall include a timeline and benchmark indicators for achieving the objectives of each component of the activity all major activities that will be undertaken, rationale behind these activities, anticipated results of these efforts and how they will be measured, activities implemented with financial contributions of other co-founders of the program and implementation plan for activities that support the key objectives of the program (training sessions, cross-border visits, etc.).

A sub-section with details of collaboration with other USAID-funded programs and other donors shall also be included. The Recipient shall submit significant changes/revisions to the Work Plan to the AOR for his/her approval.

II. Monitoring, Learning, and Evaluation (MEL) Plan

The Recipient shall submit a Monitoring, Evaluation, and Learning (MEL) Plan to the AOR for approval as an attachment to the first Annual Work Plan for the life of the Agreement. The Recipient will use USAID MEL Plan template and be familiar with the Project 1.2 Activity Logframe. The MEL plan will include indicators, baseline data, and clear targets throughout the life of the activity. Also, the Recipient will develop a Performance Indicator Sheet (PIRS) for each indicator in the MEL plan.

The Recipient shall consult with the AOR, Mission MEL Specialist, and Mission MEL Contractor in the development of the MEL Plan.

Once approved by USAID, the MEL plan does not have to be submitted annually unless there are substantive programmatic changes to the award. The targets approved in the MEL plan cannot be changed during the life of the award without USAID's approval.

The Recipient must report on results achieved and corresponding indicators using Activity Indicator Performance Tracking Table (Appendix 5 in the MEL plan template) in quarterly/annual reports.

III. Quarterly Program Performance Reports

The Recipient shall submit Quarterly Program Performance Reports to USAID during the life of this Award. The reports shall be submitted in accordance with USAID's quarterly reporting schedule. The first report shall be due on an agreed-upon date between the AOR and the Recipient. The Recipient shall submit one copy of each Quarterly Program Performance Reports to the AOR.

The Quarterly Report shall describe program accomplishments and progress made during the reporting period; information on ongoing and completed activities during the quarter; a summary of issues/obstacles encountered; and any findings, comments and recommendations based on any lessons learned.

Annual Report: The report covering the 4th quarter of each fiscal year shall be an annual report and will provide USAID with annual data on the agreed upon performance indicators. This report shall summarize the information contained in the quarterly program performance reports with greater detail provided for the 4th quarter. The reports shall also briefly present reasons why established goals were not met (if applicable) and other pertinent information including the status of finances and expenditures.

The quarterly/annual reports shall be submitted within 30 days following the end of the reporting period.

IV. Final Report

The Recipient shall submit to the Agreement Officer's Representative (AOR) a draft Final Report within 30 days prior to the estimated completion date of the Cooperative Agreement. Once reviewed by the AOR, the Recipient shall submit one copy of the Final Report to the AOR and one copy to the Agreement Officer (electronically) within 90 days after the completion of the Cooperative Agreement. In addition, one copy shall be submitted to Development Experience Clearinghouse (DEC) at docsubmit@usaid.gov. Additional information on DEC can be found on <http://dec.usaid.gov>.

The Final Report shall contain the following information, covering the full period of the Award. This report should not include politically sensitive or proprietary information. Reports should incorporate as many graphics (maps, photos, charts, etc.) as possible and should include all program and evaluation tools and materials, as appendices.

The final performance report shall contain, at a minimum the following information:

- (i) An executive summary of the accomplishments and results achieved;
- (ii) An in-depth analysis of progress and results that synthesizes achievements of all organizations that contributed towards program objectives. This section should clearly describe activities, major accomplishments and results achieved, including results for all of the activities under the associate award;
- (ii) Final data, compared to baseline data, for all indicators included in the monitoring and evaluation plan for associate award activities. This section should include disaggregated data by gender, historically disenfranchised groups and other relevant groups identified.
- (iv) A summary of problems/obstacles encountered during the implementation, and how those obstacles were addressed and overcome if appropriate;
- (v) Lessons learned, best practices, and other findings from each of this associate award programs, along with recommendations for future programming under each of the program objectives;
- (vi) A comparison of actual expenditures with budget estimates, including analysis and explanation of cost overruns or high unit costs, and any other pertinent information.

V. Success Stories/Events

During the performance of this activity, some special reporting may be required from the Recipient such as a brief paragraph on note-worthy activities and events, successes stories etc. The success stories/events should be written to reach a broad audience, both inside and outside of USAID/BiH, and should be provided in English. Mandatory photo caption and credit should be included with the success stories/events.

VI. Grants Manual (if applicable)

If proposed approach includes significant grants, the Recipient shall submit a Grants Manual within 60 days of the effective date of the Cooperative Agreement for the Agreement Officer's Representative review and the Agreement Officer's review and approval. The Recipient may proceed with the award of grants upon receipt of notice to proceed from the USAID AOR.

4. Environmental Compliance

- a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID’s activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID’s Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Applicants’ environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFA.
- b) 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.
- c) No activity funded under the resulting Cooperative Agreement will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”)
- d) As part of its initial Work Plan, and all Annual Work Plans thereafter, the Recipient, in collaboration with the AOR and Mission Environmental Officer, shall review all ongoing and planned activities under this cooperative agreement to determine if they are within the scope of the approved Regulation 216 environmental documentation.
- e) 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.
- f) 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.

5. Program Income

If it is expected that program income might be generated under this program, then program income earned under the resulting award shall be added to the program and used to further eligible program objectives as agreed upon by USAID. Applicants should describe how program income might be generated under the proposed activities and how it envisions program income being utilized to successfully accomplish program objectives. Program Income, if any, will be accounted for in accordance with 2 CFR 200.307 for U.S. organizations or the Standard Provision entitled Program Income for non-U.S. organizations.

[END OF SECTION F – FEDERAL AWARD ADMINISTRATION INFORMATION]

SECTION G: FEDERAL AWARDING AGENCY CONTACT(S)

See Section D for Points of Contact (POC) for questions while this RFA is open.

For technical assistance related to Grants.gov, applicants may contact Helpdesk at 1-800-518-4726 or via email at support@grants.gov .

[END OF SECTION G – FEDERAL AWARDING AGENCY CONTACTS]

SECTION H: OTHER INFORMATION

USAID reserves the right to fund any or none of the applications submitted. The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds. Any award and subsequent incremental funding will be subject to the availability of funds and continued relevance to Agency programming.

Applications with Proprietary Data

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

“This application includes data that must not be disclosed duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this application. If, however, an award is made as a result of – or in connection with – the submission of this data, the U.S. Government will have the right to duplicate, use, or disclose the data to the extent provided in the resulting award. This restriction does not limit the U.S. Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets {insert sheet numbers}.”

Additionally, the Applicant must mark each sheet of data it wishes to restrict with the following:

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

(END OF SECTION H: OTHER INFORMATION)

ANNEX 1 - SUMMARY BUDGET TEMPLATE

Below summary budget template should be used for the concept stage. Applicants are not required to submit a detailed budget at the concept stage.

	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Personnel						
Fringe Benefits						
Travel						
Equipment						
Supplies						
Contractual (list sub-awards and other contractual costs)						
Grants						
Other Direct Costs						
Indirect Costs						
TOTAL						

ANNEX 2 - STANDARD PROVISIONS NONUSNGO

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

M1. ALLOWABLE COSTS (DECEMBER 2104)

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

2 CFR 200, Subpart E, Cost Principles

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

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

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

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

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

[END OF PROVISION]

M2. ACCOUNTING, AUDIT, AND RECORDS (OCTOBER 2017)

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

b. Audits.

(1) The recipient must have an annual audit, consistent with 2 CFR Part 200, Subpart F, for any recipient fiscal year in which the recipient expends a combined total of \$750,000 or more in all USAID awards, either

directly or through another USAID contractor or recipient, excluding fixed price contracts and fixed amount awards.

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

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

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

(2) The recipient is not required to have an annual audit for any recipient fiscal year in which the recipient expends a combined total of less than \$750,000 in all USAID awards, either directly or through a prime contractor or recipient, excluding fixed price contracts and fixed amount awards. However, the recipient must make records pertaining to this award for that fiscal year available for review by USAID officials or their designees upon request.

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

c. Subawards and Contracts.

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

(2) This provision must be incorporated in its entirety into all subawards and contracts with non-U.S. organizations that are for more than \$10,000. Subawards of grants and cooperative agreements made to U.S. organizations must state that the U.S. organization is subject to the audit requirements contained in 2 CFR 200, subpart F.

[END OF PROVISION]

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

a. This award may only be amended in writing, by formal amendment or letter, signed by the Agreement Officer (AO), and in the case of a bilateral amendment, by the AO and an authorized official of the recipient.

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

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

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

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

- (4) Permit the absence of more than three months from, or a 25 percent reduction in time devoted to, the award by the principal project leader approved for the award;
- (5) Transfer funds from the indirect cost line item to absorb increases in direct costs, or vice versa;
- (6) Obtain reimbursement for costs that require prior approval in accordance with the Standard Provision, “Allowable Costs”;
- (7) Transfer funds allotted for training allowances (direct payment to trainees) to other cost categories;
- (8) Transfer funds allotted for construction activities (as defined in the Mandatory Provision entitled, “Limiting Construction Activities”) to other cost categories, or vice versa;
- (9) Subaward or contract any work under this award, if such subawards or contracts were not described in this award and funded in the approved budget. This does not apply to the purchase of supplies, material, equipment, or general support services; or
- (10) If specified in this award, transfer funds among direct cost categories, or programs, functions, and activities listed in the award budget, when the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total award amount, as last approved by the AO.

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

[END OF PROVISION]

M4. NOTICES (JUNE 2012)

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

- (1) To the USAID Agreement Officer, at the address specified in this award; or
- (2) To the recipient, at the recipient's address shown in this award, or to such other address specified in this award.

[END OF PROVISION]

M5. PROCUREMENT POLICIES (JUNE 2012)

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

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

procurement procedures must provide, at a minimum:

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

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

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

(3) The recipient must maintain a system for contract administration to ensure that goods and services are provided in accordance with the terms, conditions, and specifications of the contract, including full and timely delivery and performance.

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

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

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

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

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

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

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

- (1) Contracts in excess of the recipient’s micro-purchase threshold must contain provisions that allow for administrative, contractual, or legal remedies if a contractor violates the contract terms; and
- (2) In all contracts for construction or facility improvement awarded for more than \$100,000, the recipient must observe generally accepted bonding requirements.

[END OF PROVISION]

M6. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (JUNE 2012)

a. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.

b. Ineligible and Restricted Commodities and Services:

(1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision “Debarment and Suspension” and Standard Provision “Preventing Terrorist Financing” must not be used to provide any commodities or services funded under this award.

(3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

c. Source and Nationality:

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID.

d. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID

determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.

e. This provision must be included in all subawards and contracts, which include procurement of commodities or services.

[END OF PROVISION]

M7. TITLE TO AND USE OF PROPERTY (DECEMBER 2014)

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

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

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

(2) Supplies means tangible personal property excluding equipment. A computing device is a supply if the acquisition cost is less than \$5,000 per unit.

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

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

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

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

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

(i) Activities funded by USAID, then

(ii) Activities funded by other United States Government (USG) agencies, then

(iii) As directed by the Agreement Officer (AO).

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

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

(2) A physical inventory of Property that must be taken, and the results reconciled with the equipment

records, at least once every two years during the period of this award.

(3) A control system must be in effect to maintain the Property and ensure adequate safeguards to prevent loss, damage, or theft of the Property. The recipient must maintain appropriate insurance equivalent to insurance the recipient maintains for its own property. Any loss, damage, or theft must be investigated and fully documented, and the recipient must promptly notify the AO. The recipient may be liable where insurance is not sufficient to cover losses or damage.

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

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

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

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

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

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

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

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

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

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

[END OF PROVISION]

M8. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)

a. Submissions to the Development Experience Clearinghouse (DEC).

1) The recipient must provide the Agreement Officer's Representative one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published.

2) In addition, the recipient must submit Intellectual Work, whether published or not, to the DEC, either on-line (preferred) or by mail. The recipient must review the DEC Web site for submission instructions, including document formatting and the types of documents to submit. Submission instructions can be found at:

<http://dec.usaid.gov>

3) For purposes of submissions to the DEC, Intellectual Work includes all works that document the implementation, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

4) Each document submitted should contain essential bibliographic information, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) development objective; and 6) date of publication.

5) The recipient must not submit to the DEC any financially sensitive information or personally identifiable information, such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission. The recipient must not submit classified documents to the DEC.

b. Rights in Data

1) Data means recorded information, regardless of the form or the media on which it may be recorded, including technical data and computer software, and includes Intellectual Work, defined in a. above.

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

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

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

[END OF PROVISION]

M9. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (DECEMBER 2014)

a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline "from the American people", unless amended by USAID to include additional or substitute use of a logo or seal and tagline representing a presidential initiative or other high level interagency initiative. The standard USAID logo must be used unless the award requires use of an additional or substitute logo. The USAID Identity (including any required presidential initiative or related identity) is available on the USAID Web site at www.usaid.gov. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:

- (1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
 - (2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
 - (3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;
 - (4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
 - (5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.
- b. The recipient must implement the requirements of this provision following the approved Marking Plan in the award.
- c. The AO may require a preproduction review of program materials and “public communications” (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.
- d. The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to the Agreement Officer’s Representative (AOR) and to USAID’s Office of Legislative and Public Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows:
- “The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide.”
- e. Any “public communication” in which the content has not been approved by USAID must contain the following disclaimer:
- “This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government.”
- f. The recipient must provide the USAID AOR, with copies of all program and communications materials produced under this award.
- g. The recipient may request an exception from USAID marking requirements when USAID marking requirements would:
- (1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
 - (2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
 - (3) Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies,

assessments, reports, publications, surveys or audits, public service announcements, or other communications;

- (4) Impair the functionality of an item;
- (5) Incur substantial costs or be impractical;
- (6) Offend local cultural or social norms, or be considered inappropriate; or
- (7) Conflict with international law.

h. The recipient may submit a waiver request of the marking requirements of this provision or the Marking Plan, through the AOR, when USAID-required marking would pose compelling political, safety, or security concerns, or have an adverse impact in the cooperating country.

(1) Approved waivers “flow down” to subawards and contracts unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.

i. The recipient must include the following marking provision in any subagreements entered into under this award:

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

[END OF PROVISION]

M10. AWARD TERMINATION AND SUSPENSION (DECEMBER 2014)

a. The recipient or Agreement Officer (AO) may terminate this award at any time, in whole or in part, upon written notice to the other party in accordance with the Standard Provision, “Notices.” The termination notice must contain the reason(s) for the termination; the effective date; and, in the case of a partial termination, the portion to be terminated. If the termination is based on non-compliance, note that this termination decision may be considered in selection for future awards.

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

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

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

- e. Within 30 calendar days after the effective date of such termination, the recipient must repay to the U.S. Government all unexpended USAID funds as of the effective date of termination, which are not otherwise obligated by a non-cancelable legally binding transaction applicable to this award.
- f. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover legally binding obligations to third parties by the recipient, the recipient may submit to USAID within 90 calendar days after the effective date of a termination a written claim covering such recipient obligations. The AO must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with this provision and the Standard Provision, “Allowable Costs.”
- g. The recipient must, to the greatest extent possible, include a provision in all subawards, including subawards and contracts, affording the recipient the right to terminate the subaward in the event USAID terminates this award, including the refund requirement in paragraph c.

[END OF PROVISION]

M11. RECIPIENT AND EMPLOYEE CONDUCT (JUNE 2018)

- a. The recipient must have written policies and procedures in place to prevent personal conflicts of interest and to prevent its officers, employees, or agents from using their positions for personal gain or presenting the appearance of a personal conflict of interest. A personal conflict of interest is a situation in which an officer, employee, or agent of the recipient has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially when performing under the award. The recipient’s written policy must state that an employee, officer, or agent of the recipient, or any member of an employee’s immediate family cannot receive a subaward, or have a financial or other interest in the entity selected for a subaward without disclosing the conflict and following the recipient’s written policies and procedures for mitigating the conflict. In addition, the written policy must state that the officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or prospective subrecipients.
- b. The recipient, its employees, and consultants are prohibited from using U.S. Government information-technology systems (such as Phoenix, GLAAS, etc.), must be escorted to use U.S. Government facilities (such as office space or equipment), and may not rely on assistance from any U.S. Government clerical or technical personnel in the performance of this award, except as otherwise provided in this award.
- c. The recipient, its employees, and consultants are private individuals, are not employees of the U.S. Government, and must not represent themselves as such.
- d. The following requirements in this provision apply to the recipient's employees who are not citizens of the cooperating country.
 - (1) If the recipient’s employees enjoy exemptions from import limitations, customs duties or taxes on personal property in connection with performance of this award, the sale of such personal property is governed by the rules contained in 22 CFR 136, including a prohibition from profiting from such sale, except as this may conflict with host-government regulations.
 - (2) Any outside business dealings of the recipient’s employees must be legal and not conflict in any manner with this award. Outside business dealings include, but are not limited to, any investments, loans, employment, or business ownership by the recipient’s employees, other than work to be performed under this award.
- e. As part of the recipient’s internal controls and standards of employee conduct, the recipient must ensure that its employees adhere to these standards of conduct in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary-General’s Bulletin - Special measures for

protection from sexual exploitation and sexual abuse (ST/SGB/2003/13).

f. If the recipient determines that the conduct of any recipient employee is not in accordance with this provision or this award, the recipient's Chief of Party must coordinate with the Agreement Officer and the USAID Mission Director to resolve the situation with regard to such employee including, if necessary, termination of the employee. In the case of termination of a non-host country national, the recipient must use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

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

h. If it is determined, under paragraph (f) or (g) above, that the services of such employee should be terminated, the recipient must use its best efforts to cause the return of such employee to the United States, or third-country point of origin, as appropriate, and replace the employee with an acceptable substitute at no cost to USAID.

g. The substance of this provision, including this paragraph g., must be included in all subawards. Any matters relating to subrecipients, including the employees of subrecipients, must be coordinated through the recipient's Chief of Party.

[END OF PROVISION]

M12. DEBARMENT AND SUSPENSION (JUNE 2012)

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

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

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

- (1) Are presently excluded or disqualified from doing business with any U.S. Government entity;
- (2) Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;
- (3) Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph c.(2); or
- (4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three

years.

d. Principal means—

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

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

(i) Is in a position to handle Federal funds;

(ii) Is in a position to influence or control the use of those funds; or,

(iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

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

[END OF PROVISION]

M13. DISPUTES AND APPEALS (DECEMBER 2014)

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

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

c. A decision under this provision by the Deputy Assistant Administrator, Bureau for Management is final.

d. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the recipient.

[END OF PROVISION]

M14. PREVENTING TERRORIST FINANCING (AUGUST 2013)

a. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

b. This provision must be included in all subawards and contracts issued under this award.

[END OF PROVISION]

M15. TRAFFICKING IN PERSONS (April 2016)

a. The recipient, subawardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:

- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
- (2) Procurement of a commercial sex act during the period of this award;
- (3) Use of forced labor in the performance of this award;
- (4) Acts that directly support or advance trafficking in persons, including the following acts:
 - i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
 - b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - iv. Charging employees recruitment fees; or
 - v. Providing or arranging housing that fails to meet the host country housing and safety standards.
- b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).
- c. If the estimated value of services required to be performed under the award outside the United States exceeds \$500,000, the recipient must submit to the Agreement Officer, the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. The recipient must provide a copy of the compliance plan to the Agreement Officer upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.
- d. The recipient's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:
 - (1) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.
 - (2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.
 - (3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host-country

legal requirements or explains any variance.

(4) A housing plan, if the recipient or any subawardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.

(5) Procedures for the recipient to prevent any agents or subawardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or subawardee or subawardee employees that have engaged in such activities.

e. If the Recipient receives any credible information regarding a violation listed in section a(1)-(4) of this provision, the recipient must immediately notify the cognizant Agreement Officer and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.

f. The Agreement Officer may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.

g. For purposes of this provision, “employee” means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.

h. The recipient must include in all subawards and contracts a provision prohibiting the conduct described in section a(1)-(4) by the subrecipient, contractor, or any of their employees, or any agents. The recipient must also include a provision authorizing the recipient to terminate the award as described in section b of this provision.

[END OF PROVISION]

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

a. Requirements for Voluntary Sterilization Programs

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

b. Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate,” as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

[END OF PROVISION]

M17. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)

a. Faith-Based Organizations Encouraged

Faith-based organizations are eligible, on the same basis as any other organization, to participate in any USAID program for which they are otherwise eligible. Neither USAID nor entities that make and administer subawards of USAID funds shall discriminate for or against an organization on the basis of the organization's religious character or affiliation. Additionally, religious organizations shall not be disqualified from participating in USAID programs because such organizations are motivated or influenced by religious faith to provide social services, or because of their religious character or affiliation.

Decisions about awards of USAID financial assistance must be free from political interference or even the appearance of such interference. Awards must be made on the basis of merit, not the basis of the religious affiliation of an applicant, or lack thereof. A faith-based organization may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, within the limits contained in this provision. For more information, see the USAID Faith- Based and Community Initiatives Web site and 22 CFR 205.1.

b. Explicitly Religious Activities Prohibited.

(1) Explicitly religious activities include activities that involve overt religious content such as worship, religious instruction, prayer, or proselytization.

(2) The recipient must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in explicitly religious activities, the activities must be offered separately, in time or location, from any programs or services directly funded by this award, and participation must be voluntary for beneficiaries of the programs or services funded with USAID assistance.

(3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, as recipients or subawardees, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID- funded activities.

(4) Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services:

(i) May retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support or engage in any explicitly religious activities or in any other manner prohibited by law;

(ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols; and

(iii) May retain 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.

c. Implementation in accordance with the Establishment Clause: Nothing in this provision shall be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.

d. Discrimination Based on Religion Prohibited: The recipient must not, in providing services, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief,

refusal to hold a religious belief or a refusal to attend or participate in a religious practice.

e. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1 is not forfeited when the organization receives financial assistance from USAID.

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

g. This provision must be included in all subawards under this award.

[END OF PROVISION]

M18. NONDISCRIMINATION (JUNE 2012)

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

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee.

In addition, the Agency strongly encourages its recipients and their subrecipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law.

[END OF PROVISION]

M19. USAID DISABILITY POLICY - ASSISTANCE (JUNE 2012)

The recipient must not discriminate against people with disabilities in the implementation of USAID funded programs and should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

[END OF PROVISION]

M20. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

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

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

c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item

of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.

- d) Construction is not eligible for reimbursement under this award.
- e) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.

[END OF PROVISION]

M21. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)

(a) Definitions

“USAID Implementing Partner Notices (IPN) Portal for Assistance (“IPN Portal)” means the single point where USAID posts proposed universal bilateral amendments for USAID awards, which can be accessed electronically by registered USAID recipients. The IPN Portal is located at <https://sites.google.com/site/usaidipnforassistance/>.

“IPN Portal Administrator” means the USAID official designated by the Director, M/OAA, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Assistance.

“Universal bilateral amendment” means those amendments with revisions or new requirements or provisions that affect all awards or a designated class of awards, as specified in the Agency notification of such revisions or new requirements.

(b) By submission of an application and execution of an award, the Applicant/Recipient acknowledges the requirement to:

- (1) Register with the IPN Portal if awarded an assistance award resulting from this solicitation, and
- (2) Receive universal bilateral amendments to this award and general notices via the IPN Portal.

(c) Procedure to register for notifications.

Go to <https://sites.google.com/site/usaidipnforassistance/> and click the “Register” button at the top of the page. Recipient representatives must use their official organization email address when subscribing, not personal email addresses.

(d) Processing of IPN Portal Amendments

The Recipient may access the IPN Portal at any time to review all IPN Portal amendments; however, the system will also notify the Recipient by email when the USAID IPN Portal Administrator posts a universal bilateral amendment for Recipient’s review and signature. Proposed USAID IPN Portal amendments distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed amendment.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the Recipient must do one of the following:

- (1) (a) verify applicability of the proposed amendment for their award(s) per the instructions provided with each amendment; (b) download the amendment and incorporate the following information on the amendment form: award number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed amendment (by email or hardcopy) to the AO for signature. The Recipient must not incorporate any other changes to the IPN Portal amendment. Bilateral amendments

provided through the IPN Portal are not effective until the both the Recipient and the AO sign the amendment;

- (2) Notify the AO in writing if the amendment requires negotiation of additional changes to terms and conditions of the award; or
- (3) Notify the AO that the Recipient declines to sign the amendment.

Within 30 calendar days of receipt of a signed amendment from the Recipient, the AO must provide the fully executed amendment to the Recipient or initiate discussions with the Recipient.

[END OF PROVISION]

M22. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)

The requirement to comply with and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards and subawards (including subcontracts) issued beginning July 1, 2013. The Grantee must:

1. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
2. Include such requirement in any subaward or subcontract made under this award.

41 U.S.C. § 4712 states that an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- A cognizant U.S. Inspector General;
- The U.S. Government Accountability Office;
- A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- A U.S. court or grand jury; or,
- A management official or other employee of the Grantee who has the responsibility to investigate, discover, or address misconduct.

[END OF PROVISION]

M23. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)

a. Definitions. For the purpose of submissions to the DDL:

- (1) "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether

presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the recipient submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (See M8. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012).

(2) "Intellectual Work" includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

b. Submissions to the Development Data Library (DDL)

(1) The recipient must submit to the Development Data Library (DDL) at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subawardee or a contractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

(2) Unless otherwise directed by the Agreement Officer (AO) or the Agreement Officer Representative (AOR), the recipient must submit the Dataset and supporting documentation to the DDL within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the recipient must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The recipient must also provide to the AOR an itemized list of any and all DDL submissions.

The recipient is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the recipient must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the agreement officer representative, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

(3) The recipient must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.

(4) The recipient must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

(5) The recipient must not submit classified data to the DDL.

[END OF PROVISION]

M24. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)

(a) Definitions.

“Contract” has the meaning given in 2 CFR Part 200.

“Contractor” means an entity that receives a contract as defined in 2 CFR Part 200.

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the recipient requires any of its employees or subrecipients to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that recipient employees or subrecipients sign at the behest of a Federal agency.

“Subaward” has the meaning given in 2 CFR Part 200. “Subrecipient” has the meaning given in 2 CFR Part 200.

(b) The recipient must not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

(c) The recipient must notify current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

(d) The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited,

if the Government determines that the recipient is not in compliance with the requirements of this provision.

(f) The recipient must include the substance of this provision, including this paragraph (f), in subawards and contracts under such awards.

(END OF PROVISION)

M25. CHILD SAFEGUARDING (June 2015)

(a) Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within USAID-funded programs. The organization agrees to abide by the following child safeguarding core principles:

(1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;

(2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;

- (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
 - (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;
 - (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
 - (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.
- (b) The organization must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (a) (1) through (6).
- (c) The following definitions apply for purposes of this provision:
- (1) Child: A child or children are defined as persons who have not attained 18 years of age.
 - (2) Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.
 - (3) Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.
 - (4) Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.
 - (5) Emotional abuse or ill treatment: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.
 - (6) Exploitation: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.
 - (7) Neglect: Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.
- (d) The recipient must insert the provisions in (a) and (b) in all sub-awards under this award.

[END OF PROVISION]

M26. MANDATORY DISCLOSURES (July 2015)

Consistent with 2 CFR §200.113, applicants and recipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the cognizant Agreement Officer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General and to the prime recipient (pass through entity) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent to:

U.S. Agency for International Development Office of the Inspector General
P.O. Box 657
Washington, DC 20044-0657
Phone: 1-800-230-6539 or 202-712-1023
Email: ig.hotline@usaid.gov
URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>.

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

[END OF PROVISION]

M27. NONDISCRIMINATION AGAINST BENEFICIARIES (November 2016).

(a) USAID policy requires that the recipient not discriminate against any beneficiaries in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this award on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the recipient to target activities toward the assistance needs of certain populations as defined in the award.

(b) The recipient must insert this provision, including this paragraph, in all subawards and contracts under this award.

[END OF PROVISION]

M28. CONFLICT OF INTEREST (August 2018)

a. A conflict of interest in the award, administration, or monitoring of subawards arises when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a non-federal entity considered for a subaward. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or parties to subawards. However, pass-through entities 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 pass-through entity.

b. The recipient must maintain written standards of conduct covering conflicts of interest and governing the

actions of its employees engaged in the selection, award, and administration of subawards. The standards must prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a conflict of interest.

c. The non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a subaward action involving a related organization.

d. The recipient must have a system or systems in place to identify, address, resolve, and disclose to USAID any conflicts of interest as described in this provision that affect any subaward, regardless of the amount funded under this award.

e. The recipient must disclose any conflict of interest and the recipient's approach for resolving the conflict of interest to the cognizant Agreement Officer for the award within 10 calendar days of the discovery of the conflict of interest.

f. Upon notice from the recipient of a potential conflict of interest and the approach for resolving it, the Agreement Officer will make a determination regarding the effectiveness of the recipient's actions to resolve the conflict of interest within 30 days of receipt of the recipient's notice, unless the Agreement Officer advises the recipient that a longer period is necessary.

g. The recipient cannot request payment from USAID for costs for transactions subject to the conflict of interest pending notification of USAID's determination. Failure to disclose a conflict of interest may result in cost disallowances.

h. For conflicts of interest, including organizational conflicts of interest, involving contracts, the recipient must follow 2 CFR 200.318, general procurement standards.

i. The recipient must insert the substance of this provision, including paragraph (i), in all subawards under this award, at any subaward tier.

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

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

RAA1. ADVANCE PAYMENT AND REFUNDS NONUSNGO (DEC 2014)

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

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

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

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

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

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

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

e. To request an advance payment, the recipient must submit (preferably electronically) to the payment office the Standard Form-270 Request for Advance, Standard Form-425 Federal Financial Report or Standard Form-1034 Public Voucher for Purchases and Services Other Than Personal. (See <http://www.gsa.gov/portal/forms/type/SF> for forms.) The recipient must print the statement "Request for Advance" at the top of the form.

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

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

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

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

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

g. The recipient must submit an SF-270, SF-425, or SF-1034 (*with the words "Liquidation of Advances" printed at the top of the form*), quarterly, no later than 30 days after the end of the quarter, to the paying office specified in this award in order to liquidate outstanding advances. Failure to provide these quarterly reports may result in the suspension, disruption, or termination of additional payments.

Within 90 days following the expiration of this award, the recipient must submit the final financial report using the SF-270, SF-425, or SF-1034 showing total disbursements, total advances received, and any cash remaining on hand, which the recipient must refund to USAID.

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

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

(END OF PROVISION)

RAA2. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (JUL 2015)

a. Requirement for System of Award Management (SAM). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in SAM 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) System of Award Management (SAM) 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 SAM Internet site (currently at www.sam.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 2 CFR 200 subpart F Audit Requirements).

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

(5) Subrecipient means an entity that:

- (i) Receives a subaward from you under this award; and
- (ii) Is accountable to you for the use of the Federal funds provided by the subaward.

ADDENDUM (JUNE 2012):

a. Exceptions. The requirements of this provision to obtain a Data Universal Numbering System (DUNS) number and maintain a current registration in the System of Award Management (SAM) do not apply, at the

prime award or subaward level, to:

- (1) Awards to individuals
 - (2) Awards less than \$25,000 to foreign recipients to be performed outside the United States (based on a USAID determination)
 - (3) Awards where the Agreement Officer determines, in writing, that these requirements would cause personal safety concerns.
- b.** This provision does not need to be included in subawards.

(END OF PROVISION)

RAA3. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (DEC 2014)

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/excomp.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.sam.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 2 CFR 200 subpart F Audit Requirements).
- (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)

RAA4. SUBAWARDS (DEC 2014)

a. Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

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

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

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

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

- (ii) Terms and conditions to define a sound and complete agreement,
- (iii) All provisions from this award that contain a requirement to incorporate that provision into the subawards. The recipient must insert a statement in the subaward that, where appropriate, in instances where USAID is mentioned in such flow down provisions, the recipient's name will be substituted and where "recipient" appears, the subrecipient's name will be substituted.
- (iv) Other terms that the recipient determines are required to ensure compliance with the terms of this award.

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

(END OF PROVISION)

RAA5. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION NONUSNGO (DEC 2014)

a. TRAVEL COSTS

All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including air fare, costs of lodging, other subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed reasonable charges normally allowed by the recipient in its regular operations as the result of the recipient organization's written travel policy and are within the limits established by the applicable cost principles.

In the absence of a reasonable written policy regarding international travel costs, the standard for determining the reasonableness of reimbursement for international travel costs will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current Standardized Regulations on international travel costs may be obtained from the AO. In the event that the cost for air fare exceeds the customary standard commercial airfare (coach or equivalent) or the lowest commercial discount airfare, the recipient must document one of the allowable exceptions from the applicable cost principles.

b. FLY AMERICA ACT RESTRICTIONS

(1) The recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.

(2) In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation pursuant to the Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act:

(i) The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).

(ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>):

- a. Australia on an Australian airline,
- b. Switzerland on a Swiss airline, or
- c. Japan on a Japanese airline;

- (iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;
- (iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;
- (v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or
- (vi) If the US Flag Air Carrier does not offer direct service,
 - a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
 - b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
 - c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

c. DEFINITIONS

The terms used in this provision have the following meanings:

- (1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures.
- (2) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.
- (3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.
- (4) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

d. SUBAWARDS AND CONTRACTS

This provision must be included in all subawards and contracts under which this award will finance international air transportation.

(END OF PROVISION)

RAA6. REPORTING HOST GOVERNMENT TAXES (JUN 2012)

- a. By April 16 of each year, the recipient must submit a report containing:
 - (i) Contractor/recipient name.
 - (ii) Contact name with phone, fax and e-mail.
 - (iii) Agreement number(s).
 - (iv) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.
 - (v) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties

reported in (iv).

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

(vii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

b. Submit the reports to: accountspayablesarajevo@usaid.gov

c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, "Allowable Costs," and must be reported as required in this provision.

d. The recipient must include this reporting requirement in all applicable subagreements, including subawards and contracts.

(END OF PROVISION)

RAA7. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUN 2012)

For any Exchange Visitor, Participant Training or Invitational Travel activities, the recipient must comply with this provision.

a. Definitions:

(1) An **Exchange Visitor** is any host-country or third-country national traveling to the U.S., for any purpose, including Participant Training and Invitational Travel, funded by USAID in whole or in part, directly or indirectly.

(2) A **Participant** is a host-country or third-country national sponsored by USAID for a Participant Training activity taking place in the U.S., a third country, or in the host country.

(3) **Participant Training** is a learning activity conducted within the U.S., a third country, or in the host country for the purpose of furthering USAID development objectives. A learning activity takes place in a setting in which an individual (the Participant) interacts with a knowledgeable professional, predominantly for the purpose of acquiring knowledge or skills for the professional or technical enhancement of the individual. Learning activities may be formally structured, such as an academic program or a technical course, or they may be more informal, such as an observational study tour.

(4) **Invitational Travel** is a type of travel that USAID funds for non-U.S. Government employees. This type of travel may be approved for both U.S. and foreign citizens who are not employed by the U.S. Government (USG), not receiving any type of compensation from the USG for such travel, and only when it is determined that the functions to be performed are essential to the interests of USAID.

b. Program Monitoring and Data Reporting: The recipient must monitor Exchange Visitors' and Participants' progress during their program and ensure that problems are identified and resolved quickly.

(1) For U.S.-based activities, the recipient must use USAID's official Exchange Visitor and Participant Training information system, currently called "Training Results and Information Network - TraiNet" (see <http://trainethelp.usaid.gov/>), to report and manage Exchange Visitor and Participant Training data. The recipient must also use the USAID Visa Compliance System - VCS (see <http://trainethelp.usaid.gov/>) to transfer required data for USAID Exchange Visitors to the Department of Homeland Security's Student and Exchange Visitor Information System (SEVIS).

(2) For all third-country activities, and for host-country activities of two consecutive days or 16 contact hours

or more in duration, the recipient must use USAID's official Exchange Visitor and Participant Training information system, currently called "Training Results and Information Network - TraiNet" (see <http://trainethelp.usaid.gov/>), to report and manage Participant Training data.

c. Health and Accident Insurance:

(1) For Exchange Visitors traveling to the United States, the recipient must enroll Exchange Visitors in health and accident insurance coverage that meets or exceeds Department of State and USAID minimum coverage requirements as set forth in 22 CFR 62.14 and ADS 253.3.6.2. The requirements may be obtained from the Agreement Officer's Representative.

(2) For Participants traveling to a third country, the recipient must obtain health and accident insurance coverage for all Participants.

(3) For Participants traveling within the host country, the recipient must determine whether specific in-country participant training activities subject them to any risk of health and accident liability for medical costs. Participants may incur, and if so, take appropriate steps according to the local situation, including obtaining health and accident insurance coverage for Participants.

d. Immigration Requirements:

(1) For Exchange Visitors traveling to the United States, the recipient must ensure that all USAID-sponsored Exchange Visitors obtain, use, and comply with the terms of the J-1 visa, issued in conjunction with a USAID-issued Certificate of Eligibility for J-1 Visa Status (DS-2019).

(2) For Participants traveling to a third country or within the host country, the recipient must ensure that all Participants obtain, use, and comply with the terms of all applicable immigration, visa and other similar requirements.

e. Language Proficiency: The recipient must verify language proficiency. Exchange Visitors must possess sufficient English language proficiency to participate in a U.S.-based activity. Participants of third-country or host-country training must be proficient in the language of training at a sufficient level for participation, unless an interpreter has been arranged. Language competency can be verified through a variety of means including proficiency assessments of interviews, publications, presentations, education conducted in English, and formal testing.

f. Pre-departure Orientation: The recipient must conduct pre-departure orientation for U.S-bound Exchange Visitors and Participants of third-country training programs. Pre-departure orientation covers: program objectives; administrative and policy review; cultural aspects; and training/learning methods (see http://pdf.usaid.gov/pdf_docs/PNADT444.pdf).

g. Conditions of Sponsorship: The recipient must ensure that all Exchange Visitors read and sign the Conditions of Sponsorship for U.S.-Based Activities form (AID 1381-6). The recipient must also ensure that all Participants of long-term (six months or longer) third-country training read and sign the form Conditions of Sponsorship for Third-Country Training form (AID 1381-7). The recipient must report to the Agreement Officer any known violations by Exchange Visitors of visa or other immigration requirements or conditions.

h. Exchange Visitor Security Risk and Fraud Inquiry: Each USAID Mission has an established process for conducting a Security Risk and Fraud Inquiry (SRFI) for Exchange Visitors. The recipient must be prepared to assist Missions in conducting the SRFI, if requested. However, the recipient's role is contributive, and the Mission is ultimately responsible for conducting the SRFI.

i. Fly America: To the extent that participants travel by international air travel, the recipient must comply with the Standard Provision, "International Air Travel and Air Transportation of Property."

j. Use of Minority Serving Institutions: For U.S.-based Participant Training, the recipient must, to the maximum extent possible, maintain their use of Historically Black Colleges and Universities (HBCUs) and other Minority Serving Institutions (MSIs), including Hispanic Serving Institutions and Tribal Colleges and Universities, as training or education providers.

(END OF PROVISION)

RAA8. COST SHARE (JUN 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(END OF PROVISION)

RAA9. 302.3.5.17 LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (JUL 2014)

(a) By submission of an application and execution of the award, the applicant/recipient agrees that at least fifty (50) percent of the cost of award performance incurred for personnel must be expended for employees of the prime/local entity.

(b) By submission of an application and execution of the award, the Applicant/Recipient represents that it is an individual, a corporation, a nonprofit organization, or another body of persons that:

(1) Is legally organized under the laws of;

(2) Has as its principal place of business or operations in;

(3) Is majority owned by individuals who are citizens or lawful permanent residents of; and

(4) Is managed by a governing body the majority of who are citizens or lawful permanent residents of the country in which this award will be primarily performed.

(d) For purposes of this provision, "majority owned" and "managed by" include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means.

(END OF PROVISION)

**RAA10. DEFENSE BASE ACT (DBA) WORKERS' COMPENSATION INSURANCE FOR
PROCUREMENT CONTRACT (DEC 2014)**

All contracts made by the recipient under this award for services to be performed overseas must contain the following provision, in case of contracting with personnel from outside of BiH.

(a) The Contractor must-

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor qualifies as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), or has an approved retrospective rating agreement for DBA. The Contractor must continue to maintain these provisions to provide such Defense Base Act benefits until contract performance is completed.

(2) If USAID or the Contractor has secured a waiver of DBA coverage in accordance with AIDAR 728.305-70(a) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits. The Department of Labor has granted partial blanket waivers of DBA coverage applicable to USAID-financed contracts performed in countries listed in the DEFENSE BASE ACT (DBA) WAIVER LIST.

(3) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203).

(4) Pay all compensation due for disability or death within the timeframes required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232).

(5) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419).

(6) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251).

(7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).

(8) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235).

(9) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

The Contractor must insert the substance of this clause including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(END OF PROVISION)

RAA11. CONTRACT AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APR 2016)

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes-
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

B. (Reserved)

(END OF PROVISION)

[END OF THE REQUEST FOR APPLICATIONS #72016819RFA00001]