



# USAID | ETHIOPIA

FROM THE AMERICAN PEOPLE

Issue Date: March 10, 2020  
Deadline for Questions: March 16, 2020 at 16:00 Addis Ababa Local Time  
Closing Date: March 27, 2020  
Closing Time: 08:00 AM Addis Ababa Local Time  
Subject: Notice of Funding Opportunity (NOFO) Number:  
7206632ORFA00004

Program Title: **Empowering Youth with Disabilities**

Catalog of Federal Domestic Assistance (CFDA) Number: 98.001

Dear Applicant:

The United States Agency for International Development (USAID) as represented by USAID/Ethiopia is seeking a concept note from qualified entities to implement the “Empowering Youth with Disabilities Activity”. Eligibility for this award is limited to local implementing partners.

USAID intends to make an award to the applicant(s) who best meets the objectives of this funding opportunity based on the merit review criteria described in this NOFO subject to a risk assessment. Eligible parties interested in submitting a concept note are encouraged to read this NOFO 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 NOFO and meet eligibility standards in Section C of this NOFO. This funding opportunity is posted on [www.grants.gov](http://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 NOFO has been received from the internet in its entirety. USAID bears no responsibility for data errors resulting from transmission or conversion process. If you have difficulty registering on [www.grants.gov](http://www.grants.gov) or accessing the NOFO, please contact the Grants.gov Helpdesk at 1-800-518-4726 or via email at [support@grants.gov](mailto:support@grants.gov) for technical assistance.

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](http://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,



Kevin Simpson  
Agreement Officer

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## SECTION A: PROGRAM DESCRIPTION

The USAID/Ethiopia Mission is soliciting concepts to support programming in the area of Employment and Economic Empowerment (EEE) of Persons with Disabilities for potential funding through the Center of Excellence on Democracy, Human Rights and Governance (DRG) within the Bureau of Democracy, Conflict and Humanitarian Assistance (DCHA) of the U.S. Agency for International Development (USAID).

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. Set forth below is a description of the proposed activity covering:

- I. Activity Title
- II. Objective
- III. Background
- IV. Activity Description
- V. Learning, Monitoring and Evaluation

### **I. ACTIVITY TITLE**

Empowering Youth with Disabilities.

### **II. OBJECTIVE**

The purpose of this Activity is to empower youth (ages 12-29) with disabilities by implementing inclusive and targeted activities that address the specific needs of persons with disabilities. The overall objective is to contribute to USAID/Ethiopia’s goal of empowering youth to advance their own economic, civic, and social development so they can contribute more robustly to peace and prosperity. This Activity will contribute to Ethiopia’s Country Development Cooperation Strategy (CDCS 2019-2024) DO 4: Sub-IR 4.2.2 Youth employability and soft skills enhanced.

**The Youth Empowerment Project (YEP)** seeks to apply a positive youth development lens by engaging with youth more systematically, delivering civic engagement, economic opportunities, and the use of quality health services for holistic and integrated youth programming linked to several existing and planned Activities.

### **III. BACKGROUND**

The World Report on Disability (2011) estimated that there were 15 million persons with disabilities in Ethiopia. According to the Ministry of Labor and Social Affairs, 95% of persons with disabilities in the country live in poverty with the majority in rural areas, where basic social services and rehabilitative or support mechanisms are inaccessible for persons with disabilities.

The government of Ethiopia (GOE) has taken several policy steps that demonstrate its commitment to advancing the rights of persons with disabilities. Among others, Ethiopia signed and ratified the

United Nations Convention on the Rights of Persons with Disabilities (CRPD), the African Charter on Human and People's Rights and the Convention on the Elimination of All Forms of Discrimination against Women. The aim of these international instruments is protecting the rights of persons with disabilities to fair treatment, appropriate care, inclusion, and full participation in social, political and economic spheres.

Ethiopia's Growth and Transformation Plan identifies disability as a crosscutting development issues that needs to be addressed in education and training, rehabilitation, and equal access to services and opportunities for persons with disabilities, as well as strategies to prevent disability. The *National Plan of Action for the Inclusion of Persons with Disabilities 2012–2021* aims to mainstream disability issues and makes provision for comprehensive rehabilitation services, equal opportunities for persons with disabilities in education, skills training and work, as well as full participation in the lives of their families, communities and the nation. Proclamation 568/2008 underscores the Rights of Disabled Persons to Employment. This proclamation provides protection of the rights of persons with disabilities to appropriate training, employment opportunities, and salaries, and preventing workplace discrimination.

Despite all these efforts, Ethiopia has a long way to go to address issues of disability and inclusion in social, political and economic spheres. It is very important for Ethiopia to be able to monitor disability policy implementation in order to achieve desired results in addressing issues of inclusion of persons with disability.

USAID/Ethiopia's Youth Empowerment Project (YEP) has identified the lack of youth agency and weak employability skills as obstacles to gaining meaningful employment. These problems are double fold for youth with disabilities due to inadequate support. Hence, this activity seeks to address employment and economic empowerment for youth with disabilities within the larger USAID/Ethiopia Youth Empowerment (YEP) Project.

#### **IV. ACTIVITY DESCRIPTION**

Countries that can mobilize the economic contributions of all members of society – including persons with disabilities – are more likely to be successful in their Journey to Self-Reliance. However, in many countries, including Ethiopia, persons with disabilities remain an untapped resource. Youth with disabilities continue to face societal barriers that inhibit their ability to participate fully as drivers of economic growth and innovation. By integrating this Activity into the Ethiopia Youth Empowerment (EYE) Project, USAID/Ethiopia will promote the inclusion of youth with disability, improve access to economic opportunity, and facilitate their entry into the labor market. Illustrative interventions aligned with the EEE FY 2019 disability funding requirements include:

- **Advancing workforce development** so that Ethiopian youth with disabilities have the skills and training necessary to secure jobs, including promoting access by youth with disabilities to apprenticeships, internships, and other proven skills development interventions, especially those that have previously been restricted by policy or practice to non-disabled job-seekers or that have not been available in the open labor market. The activity will prioritize forging linkages with business and industry to ensure that training

and skill-development for youth with disabilities respond to actual business and industry needs and are provided by the private sector to the extent possible.

- **Fostering entrepreneurship for youth with disabilities** so that youth with disabilities have access to capital, markets, technical assistance, and networks on an equal basis with others. This includes ensuring access by youth with disabilities to microfinance or microcredit programs, bank loans and other forms of financial credit as an intervention to catalyze business start-ups. It is also important to connect youth with disabilities to mentors and networks that can promote job-related skills and access to information.
- **Promoting enabling environments** so that legal, regulatory, and cultural barriers that constrain youth with disabilities from being able to fully and freely participate in the economy are removed, mitigated, or avoided as applicable, including:
  - Reforming regulatory, and policy frameworks that promote segregated approaches to employment of youth with disabilities, fail to prohibit non-discrimination and/or mandate reasonable accommodation, or facilitate persons with disabilities being paid less than their non-disabled counterparts in comparable jobs.
  - Promoting access to information so that employers understand their legal obligations with respect to prospective and current employees with disabilities, and how best to comply and ensuring robust monitoring and enforcement by appropriate authorities.
  - Reforming legislative, regulatory, and policy frameworks that hinder the ability of persons with disabilities to exercise autonomy over their own financial affairs.

Within the theme of EEE, this youth-focused activity will promote the robust participation and involvement of Disabled Persons Organizations (DPOs). This activity will also highlight and incorporate strategies to address the needs of youth, including women and girls with disabilities (e.g. deaf, deafblind, and youth with cognitive, developmental, or psychosocial disabilities). This activity will also engage persons with disabilities, especially women, in the design, implementation, monitoring, and evaluation of the activity. In accordance with USAID's Gender Equality and Female Empowerment Policy and USAID ADS 205, this program promotes gender equality and women's empowerment with emphasis on women with disability, and integrates into the main objectives, activities, and monitoring and evaluation plans the Activity.

This Activity highlight and incorporate strategies to address the needs of persons with disabilities within marginalized groups, such as women and girls and youth. It addresses the needs of youth with disabilities, including individuals who are deaf, deafblind, and persons with cognitive, developmental, or psychosocial disabilities. These activities intend to meaningful involve persons with disabilities in the design, implementation, monitoring and evaluation. The overall direct benefit to persons with disabilities and DPOs should be central to the design, implementation, monitoring, and evaluation of the Activity

This Activity is expected to contribute to the following Program Area and element, and achieve key objectives and results:

- PROGRAM AREA EG.6: Workforce Development
- Program Element EG.6.3: Workforce Readiness

IR/Purpose: Youth are empowered to advance their own economic, civic and social development

Sub IR 1.2: Youth ability to realize economic opportunities increased

**Mandatory Performance Indicators**

- Number of vulnerable persons benefiting from U.S. Government supported social services
- Number of service providers trained who serve vulnerable persons
- Number of U.S. Government-assisted organizations and/or service delivery systems that serve vulnerable persons strengthened

**V. Monitoring, Evaluation and Learning**

Monitoring and evaluation are vital elements of USAID activities and serve to measure progress and facilitate results-driven planning and performance management. M&E both depend upon good data. The approach to data collection for monitoring will stress:

1. Local capacity building and institutionalization to support and promote sustainability.
2. Dialogue, consultation, coordination, and alignment with host country institutions and organizations to ensure ownership; and
3. Partnerships with multiple stakeholders, development partners, implementers, targeted GOE entities, and local non-governmental organizations is crucial to ensure more vigorous and sustained efforts for sustainable and cost-effective data collection. This participatory approach lays the foundation for increased efficiency and ownership by successfully engaging all parties and sharing responsibilities for monitoring and information gathering activities.

USAID/Ethiopia will report on results through the Agency’s PPR processes. The format for, preparation of, and timing for submission of all reports will be determined by USAID/Ethiopia. Recipients will forward copies of all progress reports, including annual work and MEL plans and final report, to USAID/Ethiopia in a timely manner. Recipients will be required to submit photographs, success stories and/or other media as part of their progress reports.

In addition, AOR will be responsible for regular review of MEL plans to ensure that each indicator externally reported has an approved Data Quality Assessment in place. Monthly reviews of progress and quarterly reports and partner engagement are invaluable since they provide essential input for informed decision-making. If a partner is failing to meet expectations, it is critical to be able to provide the right support at the right time and, if necessary, renegotiate terms and reassess activity components, assumptions, management, et cetera.

**[END OF SECTION A]**

## **SECTION B: FEDERAL AWARD INFORMATION**

### **B.1. Estimate of Funds Available and Number of Awards Contemplated**

USAID/Ethiopia intends to award at least one (1) Cooperative Agreement pursuant to this notice of funding opportunity. However, this amount may be adjusted at the discretion of USAID/Ethiopia. USAID/Ethiopia reserves the right to fund any or none of the applications submitted. Subject to funding availability and at the discretion of the Agency, USAID intends to provide approximately \$1,000,000 in total USAID funding over a three-year period.

### **B.2. Anticipated Start Date and Period of Performance for Federal Award**

The anticipated period of performance is three years from the effective date of award. The estimated start date will be July 1, 2020.

### **B.3. Substantial Involvement**

USAID plans to negotiate and award an assistance instrument known as a Cooperative agreement for this program. A Cooperative Agreement implies a level of “substantial involvement” by USAID. This substantial involvement will be through the Agreement Officer, except to the extent that the Agreement Officer delegates authority to the Agreement Officer’s Representative (AOR) in writing. The intended purpose of the substantial involvement during the award is to assist the recipient in achieving the supported objectives of the agreement. The anticipated substantial involvement elements for this award are listed below (this list does not include approvals required by Standard Mandatory Provisions for Non-US NGOs or other applicable law, regulation or provision):

- Approval of implementation plans annually, including planned activities for the following year and any subsequent revisions of the implementation plan;
- Approval of key personnel;
- Agency and Recipient Collaboration or Joint Participation in implementation, including, but not limited to, participation in advisory committees and direction and/or redirection of activities specified in the program description due to GOE priorities and guidance as well as interrelationships with other programs;
- Approval of the ME&L Plan – the ME&L Plan will be developed in consultation with USAID/Ethiopia. During the initial project planning period, the recipient shall work closely with USAID/Ethiopia to ensure that the ME&L plan clearly links the Recipient’s activity with the objectives and targeted outcomes of the Program Description. The jointly developed ME&L plan shall be submitted within 120 days of the award; and
- Approval of all sub awards not included and approved in the original Cooperative Agreement

### **B.4. Nature of the Relationship between USAID and the Recipient**

The principal purpose of the relationship with the Recipient under the Activity is to transfer funds to accomplish a public purpose of support or stimulation of the Support to the Empowering Youth

with Disabilities Activity. 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.

**B.5. Authorized Geographic Code**

The authorized geographic code for procurement of goods and services under this award is 937 subject to the Recipient's compliance with the order of preference and file documentation requirements described in the Standard Provision entitled "USAID Eligibility Rules for Commodities and Services (June 2012)".

**[END OF SECTION B]**

## SECTION C: ELIGIBILITY INFORMATION

### C.1. Eligible Applicants

Eligibility for this NOFO is restricted. Eligibility is restricted to local organizations.

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

These eligibility requirements apply to both the principal applicant and to any sub-awardee.

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

**[END OF SECTION C]**

## SECTION D: APPLICATION AND SUBMISSION INFORMATION

### D.1. Agency Points of Contact

Wubet Zeleke  
Acquisition and Assistance Specialist  
USAID/Ethiopia  
Entoto Street  
P.O. Box 1014  
Addis Ababa  
E-mail Address: [wzeleke@usaid.gov](mailto:wzeleke@usaid.gov)

Kevin Sampson  
Agreement Officer  
USAID/Ethiopia  
Entoto Street  
P.O. Box 1014  
Addis Ababa  
E-mail Address: [ksampson@usaid.gov](mailto:ksampson@usaid.gov)

### D.2. Questions and Answers

Questions regarding this NOFO must be submitted to the Points of Contact via email to the email addresses listed in Section D.1 above no later than the date and time stated on the Cover Letter, as may be amended, of this NOFO. Applicant must **not** submit questions to any other USAID staff except those identified in Section D.1 above.

### D.3. General Description of the Application Process

The application process is discussed below. Further guidance regarding format and contents of the various documents required are set forth below in Subsections D.4 and D.5 below. The application process shall consist of two phases: a. Concept Note (Short Written Applications) phase; and b. Full Application phase.

#### a. Short Written Application Phase

The first phase of the application process will involve the submission of a short-written application that will include the information specified below in Subsections D.4 and D.5. The short-written application should utilize the template entitled “FY 2019 USAID Disability Funding Program Application” template attached to this NOFO (Attachment 1). USAID/Ethiopia will evaluate the written applications against the Merit Review Application Criteria specified in Section E below in order to determine the most highly rated applications.

#### b. Full Application Phase

If evaluated as a highly rated applicant under the Merit Review Criteria, applicants will be invited to submit a full application. These applicants will be provided with more detailed information regarding the content and procedure for the full application, based on the strengths and weaknesses and other issues identified in the evaluation process in the short-written application phase.

Under the full application phase, the highly rated applicant(s) will be required to submit three completed documents: 1) the full technical application; 2) a complete, Business (Cost) Application, including detailed budget information; and 3) the year one implementation plan.

#### **D.4. Submission of Electronic Applications and General Content**

Applications must be submitted by email to Wubet Zeleke, Acquisition & Assistance Specialist, at [wzeleke@usaid.gov](mailto:wzeleke@usaid.gov) with a copy to [caddis@usaid.gov](mailto:caddis@usaid.gov). Applicant must furnish the information required by this NOFO.

#### **D.5. Application Submission Procedures**

All applications in response to this NOFO shall be due at not later than 08:00 a.m. Addis Ababa time on the date indicated on the cover page to this NOFO. Consistent with ADS 303.3.6.6, applications that are submitted late may be eliminated from the competition. If a late application is evaluated and considered for award, all similarly situated late applications (in terms of time of receipt) will also be evaluated and considered for award. Applicants must retain proof of timely delivery in the form of confirmation from the receiving office mail receipt.

USAID/Ethiopia will ONLY accept applications from the qualified entities as defined in Section III of this NOFO. The Applicant should follow the instructions set forth herein. If an applicant does not follow the instructions, the application may be down-graded and may not receive full credit under the applicable merit review criteria, or, at the discretion of the Agreement Officer, be eliminated from the competition. All applications received by the deadline will be reviewed against the merit review criteria in Section V.

##### *a. Submission, Marking and Copies*

The Applicant must submit the short-written application electronically. Applications should be submitted through internet email with up to 10 attachments (5MB limit) per email. Applications should be submitted in Adobe Acrobat portable document format (.pdf) and in Microsoft Word utilizing the template under Attachment A for the short-written application.

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 NOFO, the initial point of entry to the government infrastructure is the USAID mail server.

There may be a problem with the receipt of \*.zip files due to anti-virus software. Therefore, applicants are discouraged from sending files in this format as USAID/Ethiopia cannot guarantee their acceptance by the internet server. File size must not exceed 5MB in size.

##### *b. Addresses*

Applications shall be electronically delivered to Ms. Wubet Zeleke with a copy to [caddis@usaid.gov](mailto:caddis@usaid.gov).

Telegraphic or faxed applications are not authorized for this NOFO and will not be accepted.

#### **D.5. Application Format**

The Applicant must follow the instructions set forth herein. If an applicant does not follow the instructions, the application may be down-graded and may not receive full credit under the applicable merit review criteria, or, at the discretion of the Agreement Officer, be eliminated from the competition. All applications received by the deadline will be reviewed against the merit review criteria in Section E.

The short-written Application required in phase 1 of the process shall include: (a) a Cover Page (as discussed below); (b) a Merit Review Application Body (not to exceed ten (10) pages); and (c) Annexes (resumes/CVs, organizational chart, and other documents). The Merit Review application must be on standard 8-1/2" by 11" paper (210mm by 297mm paper) or A4 paper, single-spaced, Times New Roman, 12-point font or larger, and have at least one inch margins on the top, bottom, and both sides. While tables, graphs, and charts may be used with a smaller font, USAID/Ethiopia reserves the right to take appropriate action, including elimination of the application from further consideration, if the use of smaller font in tables, graphs, and charts in the application is abused.

Annexes should be numbered (e.g. Annex 1). If any part of the Merit Review Application exceeds the page limits specified above, USAID/Ethiopia may decide to consider and review ONLY those pages up to the applicable limit when evaluating the Application.

The Short Written Application submissions must utilize the required application format provided in Attachment 1 – FY 2019 USAID Disability Funding Program Application. Be sure to complete all information requested on the application form. The cover page, annexes to the budget, and letters of cooperation between potential implementing partners are not subject to the page limit.

##### ***1. Cover Page***

Applications 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);
- DUNS Number of the applicant organization
- Program name
- Notice of Funding Opportunity number

- Name of any proposed sub-recipients or partnerships (identify if any of the organizations are local organizations, per USAID’s definition of ‘local entity’ under ADS 303).

Any erasures or other changes to the application must be initialed by the person signing the application. Applicants may choose to submit a cover letter in addition to the cover pages, but it will serve only as a transmittal letter to the Agreement Officer. The cover letter will not be reviewed as part of the merit review criteria. Applicants must review, understand, and comply with all aspects of this NOFO. 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.

For the purposes of this NOFO, the term “applicant” is used to refer to the legal entity or organization submitting the application. The application received by the deadline (see Section IV.D) will be reviewed for responsiveness to the guidance set forth below, including, but not limited to, the application format. Applications that are incomplete or not directly responsive to the terms, conditions, and provisions of this NOF may be eliminated from further consideration at the discretion of the Agreement Officer. Pre-applications, letters of intent, or white papers **are not required and will not be considered.**

## ***2. Non-disclosure***

If the Applicant includes data that it does not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purposes, it should mark the title page with the following legend:

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

## ***3. General Application Submission Instructions***

Applicant must review, understand and comply with all aspects of this NOFO. Failure to do so

may be considered as being non-responsive and may be evaluated accordingly. Applicant should retain for its record one (1) copy of the application and all attachments which accompany it.

#### ***4. Closing Date and Time***

Applications in response to this NOFO must be received no later than the Closing Date and Time indicated on the Cover Letter unless the NOFO is amended to extend the deadline. All applications received by the submission deadline will be reviewed for responsiveness to the NOFO. It is the Applicant's responsibility to ensure that all necessary documentation is complete and received on time. Applicant must contact Wubet Zeleke, Acquisition & Assistance Specialist, at [wzeleke@usaid.gov](mailto:wzeleke@usaid.gov) AND Kevin Sampson, Agreement Officer, at [ksampson@usaid.gov](mailto:ksampson@usaid.gov) if experiencing technical difficulty with the submission of the application.

#### ***5. Modifications***

Applicant may submit modifications to its application at any time before the NOFO Closing Date and Time. No modifications to the application will be accepted after the submission deadline.

#### ***6. Late or Incomplete Submissions***

Any application received after the Closing Date and Time specified on the Cover Letter of this NOFO will not be considered unless (a) there is acceptable evidence to establish that it was received at the USAID Mission and was under USAID's control prior to the time set for receipt of applications, and the Agreement Officer determines the late application would not cause an undue delay; or (b) it is in the interest of USAID. For this NOFO, the initial point of entry to the government infrastructure is the USAID mail server. Acceptable evidence to establish the time of receipt at the USAID Mission includes system generated documentation of delivery receipt date and time or confirmation from the receiving office. Applicant must retain proof of timely delivery. The AO will notify the applicant in writing of late or incomplete applications.

#### ***7. Withdrawal of Applications***

Applications may be withdrawn by written notice received by the AO at any time before award. Withdrawals are effective upon receipt of notice by the AO.

#### ***8. 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

- designations 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); and
- Any negative findings as a result of the risk assessment and the applicant's plan for mitigation

### ***9. 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 (unless the applicant is an individual or Federal awarding agency that is excepted from those requirements under 2 CFR 25.110(b) or (c), or has an exception approved by the Federal awarding agency under 2 CFR 25.110(d) is required to:

- i. Provide a valid DUNS number for the Applicant before submitting an application;
- ii. 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 (<http://www.sam.gov>).
- iii. 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 register early to be eligible to apply for this NOFO.

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

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

### ***10. Funding Restrictions***

USAID policy is not to award profit under assistance instruments.

### ***11. Pre-award costs***

USAID will not reimburse any applicant for pre-award costs unless specifically authorized by the Agreement Officer, who may, at his/her sole discretion, authorize the selected applicant(s), at its own risk, to begin Activity implementation and the incurrence of costs prior to a signed award as of a specified date, with no commitment to reimburse costs in the event that the award was not subsequently awarded.

### ***12. Geographic Code***

The authorized Geographic Code for this Agreement will be 937.

### ***13. History of Performance***

The applicant must provide information regarding its recent history of performance for all its cost-reimbursement contracts, grants, or cooperative agreements involving similar or related programs, not to exceed the past 3 years, as follows:

- 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 3-years
- 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.

#### ***14. Conflict of Interest:***

The Applicant should disclose any conflicts of interest pursuant to the following pre-award term:

##### **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.

***Required Certifications and Assurances and other statements of the Recipient's***

The Applicant must complete the following documents and submit a signed copy to the AGREEMENT OFFICER (AO).

- (1) "Certifications, Assurances, Representations, and Other Statements of the Recipient" document found at <http://www.usaid.gov/sites/default/files/documents/1868/303mav.pdf>
- (2) Assurances for Non-Construction Programs (SF-424B)  
Certificate of Compliance: Please submit a copy of your Certificate of Compliance if your organization's systems have been certified by USAID/Washington's Office of Acquisition and Assistance (M/OAA).

**[END OF SECTION D]**

## SECTION E: APPLICATION REVIEW INFORMATION

### E.1 Merit Review Criteria

The merit review criteria prescribed herein are tailored to the requirements of this NOFO. Applicant should note that these criteria serve to: (a) identify the significant matters which the Applicant should address in its applications, and (b) set the standard against which the applications will be evaluated.

The Application will be evaluated by a Selection Committee (SC) using the merit review criteria described in this section.

### E.2 Review and Selection Process

#### 1. *Technical Merit Review*

USAID will conduct a merit review of the application received if it complies with the instructions in this NOFO. Applications will be reviewed and evaluated in accordance with the following criteria.

1. Within the EEE theme, represents a pressing need in the country and demonstrates a clear linkage with USAID Mission priorities: The proposed project responds to a pressing EEE need in country that has yet to be adequately addressed and demonstrates a clear linkage with existing Mission priorities.
2. Sound technical approach and likely to contribute to sustainable and institutional change: The proposed project demonstrates a sound technical approach based on promising practices, lessons learned and/or international standards in EEE, and demonstrates how and to what extent it will contribute to sustainable and institutional change either at the person-, community-, or country-level. The project goes beyond addressing the symptom of a problem and seeks to identify and mitigate the root causes of inequality and persistent exclusion.
3. Substantial involvement of and direct benefit to persons with disabilities: The proposed project demonstrates meaningful involvement of persons with disabilities in the design, implementation, monitoring and evaluation of the project. The overall direct benefit to persons with disabilities and DPOs offers the best value for the amount of funding requested.
4. Thoughtful integration of gender equality and women's empowerment: The promotion of gender equality and women's empowerment must be thoughtfully integrated into the main objectives, activities, and monitoring and evaluation plans of all applications, in accordance with USAID's Gender Equality and Female Empowerment Policy and USAID ADS 205. If the application is successful, gender considerations must likewise be integrated into the resulting program design.

5. Sound monitoring, evaluation and opportunities for learning: The proposed project includes relevant and meaningful indicators to measure both implementation progress as well as success in meeting the stated objectives, and realistic targets. In addition to required F Framework indicators, at least 3 illustrative indicators measuring project outcomes should be provided. The proposed project should also demonstrate how project learning will be captured and shared with a broad audience, including country stakeholders, USAID and other members of the international development community.

## ***2. Cost/Business Application Review***

The applicant's budget will be reviewed to ensure that costs are in compliance with OMB's and USAID's policies. The recipient must justify in advance the proposed costs for each element of the program. An evaluation will be conducted of the cost breakdown; elements of costs in the budget will be evaluated and analyzed for reasonableness and allocability. The review of the proposed budget will be used to determine: (1) The extent of the applicant's understanding of the financial aspects of the program and the applicant's ability to perform the interventions within the amount requested; and (2) Whether the applicant's plans will achieve the program objectives with reasonable economy and efficiency.

## ***3. Risk Assessment:***

USAID/Ethiopia will evaluate the cost application of the applicant(s) 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.

USAID/Ethiopia 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 pre-award 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).

USAID will review information available through USG or other repositories of eligibility, qualification, or financial integrity information, as appropriate. This includes, but is not limited to:

- The USG'S System for Award Management (SAM) (<http://www.sam.gov>);
- The non-public segment of the USG's Federal Awardee Performance and Integrity Information System (FAPIIS), which is accessible through SAM;
- The List of Specially Designated Nationals (SDN) and Blocked Persons maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control (<https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>);
- The United Nations ISIL (Da'esh) & Al-Qaida Sanctions List ([https://www.un.org/sc/suborg/en/sanctions/1267/aq\\_sanctions\\_list](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list))

**[END OF SECTION E]**

## **SECTION F: FEDERAL AWARD ADMINISTRATION INFORMATION**

### **F.1 FEDERAL AWARD NOTICES**

Award of the Activity contemplated by this NOFO 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 award may be incurred before receipt of either a fully executed award or a specific, written authorization from the Agreement Officer.

**Award Issuance:** Below is the procedure for the award issuance process:

- 1) Although an earlier notification may be provided to the applicant regarding their recommended selection for award, only an award signed by the USAID Agreement Officer will constitute the USAID commitment of the selection of the applicant.
- 2) USAID will provide the cooperative agreement electronically to the applicant's designated point of contact. The signed award will authorize the selected applicant to begin implementation of the interventions described in their technical application or revised technical application/addenda, and will obligate funds for payment to the recipient for performance of the activities. The signed award will be accompanied by a USAID Agreement Officer's Representative (AOR) and Alternate AOR Designation letter.

### **F.2 ADMINISTRATIVE & NATIONAL POLICY REQUIREMENTS**

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

For Non US organizations: [Standard Provisions for Non-U.S. Non-governmental Organizations.](#)

### **F.3 REPORTING REQUIREMENTS**

The Recipient shall be responsible to USAID/Ethiopia for all matters related to the execution of the agreement. Specifically, the Recipient shall report to the Agreement Officer (AO) and to the Agreement Officer's Representative (AOR), who will be designated by the AO prior to award.

The highly rated Recipient(s) will be expected to provide, at a minimum, the following reports during the full application stage. All approved quarterly, annual reports, implementation plans, ME&L plans, and technical reports shall be posted to the Development Experience Clearinghouse (DEC) as appropriate.

#### ***1. Implementation Plans***

The Recipient will have submitted a draft year one implementation plan. The Recipient will work closely with the AOR to finalize the plan. The final version of the life-of-project implementation plan will be due within the first 120 days of the Cooperative Agreement.

Thirty (30) days before the beginning of each subsequent fiscal year, the Recipient will submit annual implementation plans. The annual implementation plan for each fiscal year will be finalized in consultation with and approval by the Agreement Officer's Representative. If during the course of implementation, the Recipient wishes to make changes to the plan, the Recipient must submit the requested changes in writing for technical review. The Implementation Plan will be consistent with the Program Description.

## ***2. Monitoring, Evaluation and Learning Plan***

The Recipient will have submitted a draft life-of-project ME&L Plan with the application. The Recipient will work closely with the AOR to establish indicators, as well as baseline data and performance targets for each indicator and to finalize the plan. The final version of the ME&L Plan is due within the first 90 days of the Cooperative Agreement.

Thirty (30) days before the beginning of each subsequent fiscal year, the Recipient will submit an update to the ME&L Plan. The update for the ME&L Plan for each fiscal year will be finalized in consultation with and approval by the AOR. If during the course of implementation, the Recipient wishes to make changes to the plan, the Recipient must submit the requested changes in writing for technical review.

## ***3. Quarterly Progress Reports***

The Recipient will submit Quarterly Progress reports to USAID/Ethiopia within 30 days after the end of each quarter of the fiscal year during the performance period.

The quarterly progress reports should reflect results and activities of each preceding quarter utilizing a reporting template provided by USAID. Reports are to be submitted within 30 days of the end of each quarter, or by a date as directed by USAID. Narrative performance reports shall be submitted by email to the AOR. The narrative report shall describe progress made during the reporting period and assess overall progress to that date versus agreed upon indicators including the agreement-level outputs achieved, using the agreement-level performance indicators established in the annual implementation plan for that quarter. The reports shall also describe the accomplishments of the Recipient and the progress made during the past quarter and shall include information on all activities, both ongoing and completed during that quarter. The quarterly reports shall highlight any issues or problems that are affecting the delivery or timing of services provided by the Recipient. The reports will include financial information on the expense incurred, available funding for the remainder of the Activity and any variances from planned expenditures.

The Quarterly Progress reports shall include the following information:

- i) a summary of activities and key achievements;

- ii) describe progress made during the reporting period actual achievements of the quarter; and
- iii) assess overall progress to date against performance indicators agreed upon, and the planned outputs for the quarter in the annual implementation plan.

#### ***4. Quarterly Financial Reports***

The Recipient must submit to the paying office—Office of the Controller, USAID/Ethiopia, with a copy to the AOR, an original form SF-1034 available at <http://www.gsa.gov/portal/forms/download/115462>. Each voucher must be identified by the Agreement number and must state the total and specific costs for which reimbursement is being requested. The request should be sent electronically to: [AddisPaymentSectionOFM@usaid.gov](mailto:AddisPaymentSectionOFM@usaid.gov).

Quarterly financial reports should contain, at a minimum:

- Total funds awarded to date by USAID into the agreement;
- Total funds previously reported as expended by Recipient main line items;
- Unobligated balance of USAID funds; and
- Financial information (expenditure)

#### ***5. Geographic Information Systems (GIS)***

USAID/Ethiopia is in the process of building internal capacity to manage GIS-related information within the Mission to support greater utilization of GIS tools among implementing partners, promote coordination among stakeholders, and to share information about USAID-funded activities, their impact in Ethiopia, as well as relevant data about the country. As defined in the USAID Policy Framework (2011-2015), USAID is committed to strategically allocating resources through geographically targeting aid investments, monitoring & evaluating overall aid effectiveness, and upholding the Agency’s open data and transparency goals. Utilizing GIS technology, geographic data, and analysis is essential to effectively achieving these objectives.

The Recipient should apply geospatial methods using GIS technology to support USAID’s effort to incorporate geographic data and analysis into USAID’s overall development planning, design, and monitoring & evaluation. Geographic data collection, analysis, and submission methods should be included in ME&L and the work plan. When geographic data is acquired through data use or ownership agreements with the host-country government or other entity, the Recipient must ensure that the agreement makes it permissible for the geographic data to be submitted to, and used by, USAID and other U.S. Embassy agencies. USAID/Ethiopia does not expect that overly elaborate or costly methods of collecting GIS data is necessary and will work with the Recipient to ensure that this information is provided in the least burdensome and expensive effective manner.

#### ***6. Annual Report***

The Recipient will submit an Annual Report to USAID/Ethiopia each year within 90 days after the end of the fiscal year. This report shall include information on the agreed upon list of indicators, the original targets, the targets achieved to date and a narrative for each indicator which include reasons justifying the under or over achievement. The annual progress report shall be a review of

the previous year's accomplishments relative to the MEL Plan, including challenges and success stories. Problems or issues encountered and how they were resolved shall be presented in the report. The report shall be submitted to the AOR within 30 calendar days after the end of the USG fiscal year (September 30). It shall be submitted in lieu of the fourth quarterly performance report. The annual report shall include a discussion, supported with quantitative and qualitative evidence, (which evidence shall remain auditable under the terms of the agreement and USAID program implementation procedures), of progress against indicators and/or impacts achieved to date. This shall include clear identification of which impacts achieved were within the manageable interests of the Recipient and which were likely catalyzed by Recipient-supported initiatives, leading to substantial, sustained achievement of results. The final versions of the annual progress reports require AOR approval.

### ***7. Final Report***

The Recipient shall submit a draft of the final report to the AOR within 90 days following the estimated completion date of the cooperative agreement. This Final Report will include the following information: i) overall program accomplishments, presented in quantitative terms and described in a narrative that relates activities, products, and cumulative results of the ME&L plan); ii) discussion of why unexpected progress, positive or negative, was made toward the planned results; if the performance monitoring system (indicators) indicates that expected results were not achieved, the partner shall seek to determine and explain the reason; and iii) analysis of lessons learned, summary of responses to problems encountered during project implementation, and a bibliography of all products, tools, reports, and studies produced through the project. Upon receiving AOR approval, the approved Final Report shall be submitted to the DEC.

The reports described above are in addition to any financial or performance reporting otherwise required under the standard provisions of the Agreement. Copies of all required financial reports will be submitted to the AOR.

### ***8. Close out Plan***

The Recipient will be requested to provide a closeout plan for all activities (administration, information, finance, procurement and management) for review and approval, no less than 90 days before the end date of the Cooperative Agreement.

The close-out plan will include, at a minimum, an illustrative property disposition plan, a plan for the phase-out of in-country operations, a delivery schedule for all reports or other deliverables required under the cooperative agreement and a timetable for completing all required actions in the close-out plan, including the submission date of the final property disposition plan to the Agreement Officer.

### ***9. Submission to the Development Experience Clearinghouse and Publications***

Per ADS 540.3.2.3, documents and development assistance activity descriptions produced or funded with USAID resources and created in support of Intellectual Work must be submitted for inclusion in the DEC. The recipient must provide the AOR one copy of any Intellectual Work that is published, and a list of any Intellectual Work that is not published.

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>. 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.

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.

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.

In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost must be credited to the award unless the schedule of the award has identified the profits or royalties as program income

#### **F.4 BRANDING STRATEGY & MARKING PLAN**

The applicant will be asked to provide a Branding Strategy and Marking Plan to be reviewed and approved by the AO and incorporated into any resulting award.

##### Branding Strategy

- 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 AOR 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 timeframe specified by the AO 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. USAID/Ethiopia will require implementing partners to procure magnets to label USAID funded vehicles. When vehicles are being used for non-administrative purposes, the magnets should be adhered; at all other times the magnets should be removed. These costs are subject to the revision and negotiation with the AO 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 brandmark, with the tagline “from the American people” as found on the USAID Web site at <https://www.usaid.gov/branding>, unless the NOFO 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.

f. The AO 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.

g. 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

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 <https://www.usaid.gov/branding> The NOFO 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 AO 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 AO 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 AO 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 AO 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.

## **F.5 ENVIRONMENTAL COMPLIANCE**

Pursuant 22 CFR 216.2 (c)(2) the Bureau for Economic Growth, Education and Environment (E3) Local Sustainable Division (LS) developed and approved Programmatic Initial Environmental Examination (PIEE) for the Small Grant Program (SGP). The PIEE covers activities expected to be implemented under this Award. USAID has determined that the interventions under this activity meet Categorical Exclusion.

### 1. General

- 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. The Recipient’s environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this Request for Applications.

- b. In addition, the contractor/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 this Grant 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.”)

## 2. Implementation Plans

- a. As part of its initial Work Plan, and all Annual Work Plans thereafter, the recipient, in collaboration with the AOR and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this grant to determine if they are within the scope of the approved Regulation 216 environmental documentation.
- b. 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.
- c. 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.

### **F.6 ADMINISTRATIVE & NATIONAL POLICY REQUIREMENTS**

The following regulations and policies are expected to govern award administration.

- The *Standard Provisions for Non-U.S., Nongovernmental Recipients*. While 2CFR 200 does not directly apply to non-U.S. applicants, the Agreement Officer will use the standards of 2CFR 200 in the administration of the award.

These documents may be accessed through the internet as follows:

- 2 CFR 200: <http://www.ecfr.gov/cgi-bin/text-idx?SID=058338fa3254c782718e94843a3e4e09&node=pt2.1.200&rgn=div5>
- Standard Provisions for Non-U.S., Nongovernmental Recipients: <http://www.usaid.gov/policy/ads/300/303mab.pdf>
- FAR Part 31: <https://www.acquisition.gov/far/html/FARTOCP31.html>

The Mandatory Standard Provisions for Non-U.S. Nongovernmental Organizations are specified below:

#### **1. 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](http://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 two 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](http://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](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](mailto: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) Description

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](http://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](http://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](http://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 subawards 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](mailto: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]**

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

**RAA1. Reserved**

**RAA2. REIMBURSEMENT PAYMENT AND REFUNDS (DECEMBER 2014)**

a. The recipient must submit to the payment office noted in this award, a fully completed and signed SF-1034, Public Voucher for Purchases and Services Other Than Personal and SF 1034A, Continuation of SF 1034, bi-weekly or monthly, but not less frequently than quarterly. The Standard Form-270 Request for Advance and Standard Form-425 Federal Financial Report can also be used. Each voucher must be identified by this award number, must state the total costs for which reimbursement is being requested. The recipient is encouraged to submit reimbursement documentation in electronic form via e-mail attachment to the e-mail address shown for the payment office. Reimbursement documentation may also be submitted by facsimile or in paper form to the payment office fax number or address provided in this award.

b. The Standard Forms can be obtained from the GSA forms Web site at: <http://www.gsa.gov/portal/forms/type/SF> or may also be obtained from the USAID payment office.

c. Notwithstanding any other term of this award, 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.

[END OF PROVISION]

### **RAA3. Reserved**

### **RAA4. INDIRECT COSTS – CHARGED AS A FIXED AMOUNT (NONPROFIT) (JUNE 2012)**

a. The recipient will be paid a fixed amount to cover indirect costs, as provided below. Indirect costs are common costs that benefit the day-to-day operations of the organization, including categories such as salaries and expenses of executive officers, personnel administration, and accounting, or that benefit and are identifiable to more than one program or activity, such as depreciation, rental costs, operations and maintenance of facilities, and telephone expenses. In determining the fixed amount, these costs must be prorated equitably and consistently across all programs and activities of the recipient using a base that measures the benefits of that particular cost to each program or activity to which the cost applies. The bases must be established in accordance with reasonable criteria, and be supported by current data. Indirect costs must then be charged to the programs they benefit.

b. The fixed amount for indirect costs and a schedule for payments must be incorporated into the award budget. This award must specify the categories of costs, as described in paragraph a., that are covered by the fixed amount, and the recipient must not charge such costs separately as direct costs. Any deviations must be approved, in advance, in writing, by the Agreement Officer (AO).

c. USAID will not pay the recipient in excess of the negotiated fixed amount for indirect costs, as authorized in this award. Similarly, where the actual costs are less than the agreed fixed amount for indirect costs included in the award budget, the recipient will not be liable to return the difference to USAID. However, if the total costs, including direct costs and the indirect costs described in a., that USAID is supporting through this award change significantly (that is, by 20

percent or more in the aggregate), the AO reserves the right to adjust the fixed amount for indirect costs to equitably charge the indirect costs that benefit this award.

[END OF PROVISION]

#### **RAA5. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (July 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](http://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](http://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]

**RAA6. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (DECEMBER 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](http://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](http://www.fsrs.gov) specify.

**b. Reporting Total Compensation of Recipient Executives.**

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

- (i) The total Federal funding authorized to date under this award is \$25,000 or more;
- (ii) In the preceding fiscal year, you received—

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

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

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

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

- (i) As part of your registration profile at [www.sam.gov/](http://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/excomp.htm](http://www.sec.gov/answers/excomp.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]

**RAA7. SUBAWARDS (DECEMBER 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]

## **RAA8. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 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]

#### **RAA9. Reserved**

#### **RAA10. REPORTING HOST GOVERNMENT TAXES (JUNE 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: [insert address and point of contact at the Embassy, Mission, or M/CFO/CMP as appropriate, may include an optional "with a copy to"].

c. Host government taxes are not allowable where the Agreement Officer 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]

**RAA11. Reserved**

**RAA12. Reserved**

**RAA13. Reserved**

**RAA 14. Reserved**

**RAA15. PROGRAM INCOME (DECEMBER 2014)**

1. Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.

2. The recipient must apply the standards set forth in this provision to account for gross income earned from federally-supported activities (“Program Income”) under this award.

a. Income earned during the project period must be added to the total program amount and used to further eligible project or program objectives, unless this award Schedule specifies otherwise.

b. Notwithstanding paragraph c., above, commercial organization recipients are prohibited from adding Program Income to increase the total program amount. Instead, Program Income will be deducted from the U.S. Government share of this award.

c. Costs incident to generating program income under this award may be deducted from gross income to calculate Program Income, provided these costs have not been charged to this award and comply with the Standard Provision, “Allowable Costs.”

d. The recipient has no obligation to the USG regarding Program Income earned after the end of the project period, unless the terms and conditions of this award provide otherwise.

[END OF PROVISION]

**RAA16. Reserved**

**RAA17. Reserved**

**RAA18. Reserved**

**RAA19. Reserved**

**RAA20. Reserved**

**RAA21. Reserved**

**RAA22. Reserved**

**RAA23. Reserved**

**RAA25. Reserved**

**RAA26. Reserved**

**RAA27. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2014)**

(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/lstdba.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]

## **RAA28. CONTRACT AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (April 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 (FAPIS)) 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]

**RAA29. Reserved**

[END OF THE STANDARD PROVISIONS]

[END OF SECTION F]



# USAID | ETHIOPIA

FROM THE AMERICAN PEOPLE

## SECTION G: FEDERAL AWARDING AGENCY CONTACT(S)

### G.1 Agreement Officer for this Award resulting from this NOFO:

Kevin Sampson  
Agreement Officer  
USAID/Ethiopia, Entoto Street  
P.O.Box 1014  
Addis Ababa, Ethiopia  
E-mail Address: [aabera@usaid.gov](mailto:aabera@usaid.gov)

### G.2 Points of Contact(s) for Questions:

Wubet Zeleke  
Acquisition & Assistance Specialist  
USAID/Ethiopia, Entoto Street  
P.O.Box 1014  
Addis Ababa, Ethiopia  
E-mail Address: [wzeleke@usaid.gov](mailto:wzeleke@usaid.gov)

**[END OF SECTION G]**

**SECTION H: OTHER INFORMATION**

N/A