



Issue Date: August 4, 2023

Phase One (Concept Paper):

Deadline for Questions August 22, 2023
Post Solicitation Conference: August 24, 2023
Closing Date Phase One: September 8, 2023
Closing Time Phase One: 5:00PM Lima Time

**Phase Two for selected Concepts ONLY
(Full Application):**

Deadline for Questions Phase Two: TBD
Closing Date Phase Two: TBD
Closing Time Phase Two: TBD

Subject: Notice of Funding Opportunity Number 72052723RFA00002

Program Title: Governance for the People

Ladies/Gentlemen:

The United States Agency for International Development in Peru (USAID/Peru) is seeking applications for a Cooperative Agreement from qualified entities to implement the Governance for the People activity as described in Section A, Declaration of Programmatic Objectives. Eligibility for this award is restricted to local entities, as defined in ADS 303.6. Subject to availability of funds, the merit review criteria described in this NOFO and a risk assessment. USAID intends to make an award to the applicant who best meets the objectives of this funding opportunity. Eligible parties interested in submitting an application 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 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 NOFO 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 or accessing the NOFO, please contact the Grants.gov Helpdesk at 1-800-518-4726 or via email at 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 C.

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

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

This is a phased solicitation. Participation in phase 2 is based on successful participation in phase 1 and a request for full application by USAID.

Exclusive teaming arrangements are prohibited.

Thank you for your interest in USAID programs in the Republic of Peru.

Sincerely,

Andre-Guy Soh
Regional Agreement Officer
USAID/Peru

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SECTION A: DECLARATION OF PROGRAMMATIC OBJECTIVES (DOPO)

I. Activity Name: Governance for the People

II. Context

Peru faces a dramatic increase in poverty (10 percent increase of monetary poverty from 2019 to 2020 ENAHO- INEI 2020). Historically, the ability of the Peruvian government (national and subnational) to deliver basic public services has been deficient. The problem is more severe in rural and isolated communities where the United States Agency for International Development (USAID) focuses most of its interventions.

III. Challenges

1. Failed decentralization and lack of intergovernmental cooperation undermine effective service delivery. Peru started a decentralization process in 2002; however, it has never been completed and is progressively collapsing. The process emphasized a deconcentration model with strong administrative and political dimensions; however successive administrations have postponed the fiscal and economic objectives and the territorial approach was ignored. Overlapping roles and inconsistencies among planning and budgeting authorities affect service delivery.
2. Systemic corruption at all levels of government has increased social and economic gaps throughout Peru. The Corruption Observatory of the Office of the Comptroller General reported that at least 13 percent of the executed budget at the national level is lost due to state corruption and public officers' functional misconduct; and more than 22 regional governors (out of 24) are implicated in corruption investigations.
3. Strong influence of illicit activities and environmental crimes in political processes and government decisions at national and subnational levels affect sustainable development. Drug trafficking, illegal mining, and illegal timber, among other crimes, threaten the sustainable development and rights of people in the Amazon region, contributing to poverty and weak public service delivery.
4. Apathetic citizen participation and weak representation. The political crisis, corruption scandals, and poor-quality services have led to high levels of political apathy and disincentivized citizen participation in public matters. This null or limited citizen engagement in local politics and governance reinforces the vicious cycle of poor government-citizen relationships in Peru.
5. Limited private sector investments at regional level: Peruvian and international private investment is discouraged by the absence of adequate regional infrastructure planning and market-driven productive chains for agribusiness.

IV. Opportunities

Peru has demonstrated strong macroeconomic management. The Peruvian government's tax revenues in 2021 increased by 44.4 percent compared to 2020 and 19.2 percent compared to 2019 (before the COVID-19 pandemic). Maintaining an effective tax system will contribute to

closing these gaps in public services. Economic management must go hand in hand with efficient public management.

Another positive signal is the 2022 formal invitation by the Organization for Economic Cooperation and Development (OECD) for Peru to begin its accession process. The invitation represents both a milestone and an enormous challenge for Peru along its path to becoming a modern state. The accession roadmap lays out an ambitious set of goals and reforms Peru must achieve despite the ongoing political crisis and setbacks in its democratic development.

Also, a promising opportunity was presented when the Ministry of Economy and Finance (MEF) announced plans to implement a territorial public investment focus nationwide. This focus will demand greater sectoral coordination among all levels of government to effectively close social and economic gaps, especially in the most vulnerable regions with high levels of inequities and poverty.

Peru's economy continues to be one of the most stable in the region despite the global crisis. The Government of Peru (GOP) is committed to protecting its forests and combating corruption as one of the signatories of the United Nations Convention against Transnational Organized Crime.

USG OVERALL PROGRAMMATIC OUTCOMES PURSUED THROUGH THIS PROCUREMENT:

Purpose: Improve public service delivery for vulnerable populations in target regions affected by climate change and illicit activities.

V. Expected Programmatic Outcomes:

Through this procurement, USAID/Peru aims to accomplish the following critical objectives and outcomes:

1. Systems-level management capacity and target public entities strengthened to provide effective service delivery in target areas
 - Target governments consistently improve their planning, budgetary systems, and execution capacity by using an inclusive results-based public management approach based on MEF's territorial focus methodology for reducing gaps for priority services: education, health, water and sanitation, solid waste management, digital services, and critical economic infrastructure.
 - Increased budget and resources are dedicated to reducing social and economic gaps, climate change risks, and natural disasters.
 - Target governments effectively implement standards of integrity in public procurement and investment processes, improve internal control, and implement corruption risk management plans and the capacity index to prevent corruption.
 - Intergovernmental cooperation functions effectively among national government entities (MEF, Prime Minister Office (PCM), and relevant sector-based ministries) and the target regional and local governments.

- Mutual collaboration commitments and improved legal framework and procedures established to facilitate consistent distribution of resources to reduce social and economic gaps in target areas.
 - Target governments facilitate inclusive citizen participation mechanisms in decision-making processes, such as participatory budgets, citizen consultations in key processes, open government and open data systems, and accountability sessions.
2. Strengthened capacity of civil society organizations to effectively participate in decision making processes
- Community groups and civil society organizations strengthened to represent their interests and mobilize resources from the public and private sector to improve their life conditions.
 - Local groups (particularly those that represent women, indigenous populations, youth, and other vulnerable people) trained and empowered to participate in the decision making process (e.g., local planning, monitoring, consultation, and oversight).
 - Interests and needs of most vulnerable populations incorporated into the policies and local development plans and budgets.
 - Intercultural communication strategies implemented to raise awareness of the citizens' responsibility to act with integrity and to demand integrity from public officials.
3. Increased commitments by non-governmental stakeholders to promote sustainable development and address conflicts, disasters, and climate change
- Private sector is engaged in promoting and implementing social and economic initiatives and sustainable development plans with a territorial focus.
 - Media and academia effectively pursue and collaborate in the implementation of common objectives to promote and sustain development in target regions.
 - Dialogue and consensus building practices promoted and adopted by government, private sector, and community organizations to address common risks in the economic, social, and political sectors.

VI. Design Tools:

The following design tools developed by USAID are available to ensure the design of this activity includes strong and holistic interventions that generate greater impact and effectively foster sustainable development. Using these tools could generate effective commitments and collaborative partnerships especially during the inception phase and along the life of the activity.

- The Human and Institutional Capacity Development (HICD) ([link](#)).
- The Collaborating, Learning and Adapting (CLA) Strategies ([link](#)).
- The Co Creation Approach ([link](#)).

VII. USAID Policy Alignment

This activity will directly support implementation of Peruvian policies related to decentralization, public integrity, and social inclusion. The approaches implemented by this activity also will be well aligned with certain external policies and guidelines, such as those associated with OECD accession and USAID priorities. The primary USAID policies this activity will clearly advance are the following:

1. Localization

Local capacity strengthening is the process of partnering with local actors—individuals, organizations, and networks—to jointly improve the performance of a local system to produce locally valued and sustainable development outcomes. USAID’s 2022 Local Capacity Strengthening Policy guides USAID decisions about why and how to invest in the capacity of local partners to better achieve inclusive and locally led development ([Link](#)).

2. Inclusive Development

Inclusive development is the concept that every person, regardless of their identity, is instrumental in transforming their societies. Development processes that are inclusive yield better outcomes for the communities that embark upon them. USAID promotes the rights and inclusion of marginalized and underrepresented populations in the development process and leads the U.S. Government’s response to addressing the needs of children in adversity and youth. USAID’s Inclusive Development Strategy Website ([link](#)) is an excellent resource for more information on the latest best practices. USAID’s 2023 Gender Equality and Women’s Empowerment Policy ([link](#)) affirms that gender equality and women’s and girls’ empowerment are fundamental for the realization of human rights and key to effective and sustainable development outcomes. For societies to thrive, women and girls, men and boys, and gender-diverse individuals must have the agency, social support, and structures to make their own choices and live free from violence and abuse. They must have equal rights and opportunities, as well as equal and safe access to and control over resources.

3. Private Sector Engagement

Private enterprise is the single most powerful force for lifting lives, strengthening communities, and accelerating sustainable development. Private sources represent more than 90 percent of financial flows into emerging markets. Inclusive growth can only be achieved when USAID works with the private sector—as a driver of capital markets—to spur greater development impact. In 2018, USAID issued its Private Sector Engagement Policy ([link](#)).

4. Indigenous population Policy

USAID recognizes the value of Indigenous Peoples' own decision-making processes and their experience as environmental stewards. They can be strategic partners with USAID in conserving cultural and natural resources. In March 2020, USAID released the Agency's Policy for the Promotion of the Rights of Indigenous Peoples (PRO-IP) ([link](#)). Working with Indigenous Peoples is an important component of USAID's goal to support human dignity and the innate desire of communities to shape their own bright future. Indigenous Peoples are stewards of a wide range of critical ecosystems, and of much of the Earth's biological diversity. Their livelihoods and traditional resource-management strategies are among the most sustainable. Traditional knowledge is also valuable for finding effective strategies for responding to the challenges of global climate-adaptation.

5. Climate Strategy

Climate change is a planetary crisis that is leaving no corner of the world untouched. Responding to the climate crisis represents an economic, technological, ecological, and socio-political opportunity for countries to transition into societies with greater equality, well-being, and sustained prosperity for all. Addressing climate change is a top priority for USAID as part of the U.S. government's renewed and strengthened commitments to building climate resilience and helping limit global warming to 1.5 degrees Celsius as called for under the Paris Agreement. Tackling climate change is also a top priority because achieving our development and humanitarian mission is dependent on effectively and urgently addressing the climate crisis. In 2022 USAID launched its Climate Strategy Policy which is guided by a single, overarching goal: to advance equitable and ambitious actions to confront the climate crisis ([link](#)). The activity will address effective linkages to improve environmental governance by public entities in target areas including a multi-stakeholder approach as needed.

VIII. Programmatic Principles

This activity will incorporate these seven principles into the programmatic approach.

1. Building on previous and current efforts

This activity will incorporate proven tools and methodologies to build upon lessons learned and best practices developed by USAID, other donors, government entities, the private sector, and civil society organizations in Peru and in other international contexts. Assessments of prior and current USAID interventions will inform the approaches.

In a recent evaluation, USAID found that civil society participation in oversight and decision-making processes is more effective when building collaborative relationships with local authorities ([link](#)). Evaluations of previous USAID decentralization activities demonstrated the need to improve the provision and management of public services at the local level. This is only possible when the national systems and processes are improved with a systemic approach.

Horizontal and vertical linkages among national government and subnational entities enable better attribution and contribution to nationally defined results, as explained in the final evaluation of the Peru Pro Decentralization activity ([link](#)).

USAID is currently implementing the Institutional Strengthening of DEVIDA (FID) activity, which includes the provision of technical assistance to selected rural districts that have been affected by drug trafficking to improve both the quality and the level of execution of public works. USAID is currently working with the MEF to validate the territorial focus of public investment and to bring sector investments to these isolated areas, with positive results. An external mid-term performance evaluation provides important insights on the municipal strengthening component ([link](#)). USAID is also currently implementing the Transparent Public Investment (TPI) activity, which focuses on reducing corruption in public procurement processes at the regional level using OECD international standards.

This activity will build upon achievements of the TPI activity to implement interventions and strategies that promote social behavior favoring a culture of integrity in target regions.

2. Alignment and complementarity with the USAID/PERU results framework

USAID's goal in Peru for the strategy period 2020-2025 is that Peru more effectively leads and finances shared strategic priorities through increased capacity to combat illicit activities and corruption, empower marginalized populations, and address climate change. In line with Peru's development goals and U.S. foreign policy, USAID will help Peru reinforce its capacity to address joint interests and priorities in four specific Development objectives: (1) Peru expands sustainable economic and social development in prioritized areas affected by illicit coca production; (2) Peru improves democratic systems for transparent, inclusive, and accountable governance; (3) Peru increases climate resilience; and (4) Peru strengthens socio-economic integration of Venezuelan migrants and refugees.

This activity will advance governance objectives across the USAID/Peru portfolio. This cross-cutting activity will help different levels of government in Peru to conduct the administrative, financial, and logistical planning processes to deliver public services to citizens. This activity will capacitate Peruvian governmental institutions to assess and rank public priorities to better deliver services in: health and education, water and sanitation, solid waste management, improved infrastructure, and environmental protection. This activity will develop the capacity of governments to manage public funds with a whole-of-government approach, ensuring clear articulation among levels of government and standardized systems and processes.

3. Strategic geographic focus

According to the recent Peru Regions Book, Loreto, Ucayali, Puno, and Huánuco have the lowest state presence (density rates) as measured by UNDP; and the Amazon regions of Loreto, Ucayali, and Madre de Dios have the highest informality (85 percent), and lack of services - water, sanitation, electricity, communications (80 percent). The specific geographic focus of this activity is undetermined at this point and will be finalized based on justifications presented by the selected applicant and research conducted during the inception phase of the activity. USAID

will work closely with the selected partner to develop a strategic geographic focus that considers the following: (1) data on poverty rates and public service levels, (2) the activity's purpose to "improve public service delivery for vulnerable populations in target regions affected by climate change and illicit activities," and (3) the need to achieve complementarity with other USAID/Peru programming to consolidate results of ongoing and previous USAID efforts.

USAID ideally would like to see this activity include these five priority regions where USAID has a significant concentration of current activities to mitigate climate change: Loreto, Ucayali, Puno, Huanuco, and Madre de Dios. Three other regions that USAID will strive to address through this work are San Martin (to consolidate USAID's previous efforts) and Cusco and Arequipa (to strengthen governance in the so-called Southern Mining Corridor where there is a high presence of extractive industries, social conflicts, human trafficking, and environmental damage). USAID and the partner will make all efforts to develop phased, scalable interventions customized to the unique circumstances of each region.

The ultimate geographic composition will include between five and eight of these regions which will be selected based on the technical and feasibility analyses during the inception phase of the activity. Application instructions include guidance to applicants for their initial development and justification of the geographic focus for the application.

At the sub-regional level, USAID expects this activity to reach at least 60 municipalities during the five years of implementation. The activity will implement interventions that establish geographic corridors where neighboring districts, provinces and/or regions can improve together, benefitting from the amplified social and economic impact that can be achieved with multidistrict, interprovincial, and/or interregional approaches and information exchanges. During implementation, the partner will develop macroregional interventions, such as train-the-trainer models and study tours, to ensure that tools, methodologies, and best practices are disseminated in a useful way beyond the target geography. The activity will support the implementation of the MEF methodologies promoting territorial approaches ([link](#)). The activity will strive to build alliances with municipal or regional *mancommunities* (e.g., *Mancomunidad Regional Amazonica*), farmer associations, indigenous organizations, etc., to achieve greater impact and sustainability.

4. Inception period and context analysis

Using co-creation approaches and considering other USAID recommended tools such Collaboration, Learning, and Adapting (CLA) and Human and Institutional Capacity Development (HICD), this activity will embark on a 6-12 month inception phase with the selected applicant to develop and validate specific activities, geographic focus, strategies, and approaches for achieving the programmatic objectives outlined in section A. During the inception phase, the activity will develop at least the following analyses:

- Context analysis of social and economic indicators related with the proposed regions
- Political economy analysis (PEA)

- Map of actors, including a social behavior analysis of key actors, to build an effective relationships strategy
- Intergovernmental coordination strategy
- Gender and social inclusion analysis

These analyses and others conducted by the selected partner will form the evidence base to design systematic, realistic, and tailored interventions to achieve the objectives of the activity.

5. Measurement and evaluation for adaptive management

The Activity Monitoring, Evaluation and Learning Plan (AMELP) will rely on innovative and advanced methodologies to measure the impact of the interventions, thus facilitating evidence-based adaptation throughout the life of the award. The AMELP will describe the necessary data collection, processing, and periodic analysis of key information that will facilitate timely decision-making, ensuring the achievement of the expected results. A coherent results framework with illustrative indicators that demonstrate how the activity will address the problem and achieve the programmatic outcomes will be the initial basis on which the activity will be designed. Ongoing refinements to that results framework will be reflected in the AMELP and begin during the inception phase, continuing throughout the life of the award. USAID's CLA strategy facilitates strong measurement and evaluation approaches to ensure that all activities are relevant and focused on results.

6. Sustainability

The activity will be designed and implemented to ensure outcomes are sustained beyond the life of the activity. The activity's initial sustainability strategy will be refined during the inception phase of the activity. The sustainability strategy will outline an approach for ensuring the long-term viability of results through institutional strengthening of key government systems; capacity building of various public, private, and civil society actors; and the generation of evidence to disseminate best practices to all levels of government, citizens, and private sector actors.

[END OF SECTION A - DECLARATION OF PROGRAMMATIC OBJECTIVES]

SECTION B: FEDERAL AWARD INFORMATION

I. Estimate of Funds Available and Number of Awards Contemplated

USAID intends to award one Cooperative Agreement pursuant to this notice of funding opportunity. Subject to funding availability and at the discretion of the Agency, USAID intends to provide approximately \$12,000,000 in total USAID funding.

II. Start Date and Period of Performance for Federal Awards

The anticipated period of performance is five years. The estimated start date is TBD.

III. Substantial Involvement

In accordance with ADS 303.3.11, USAID will be substantially involved in:

1. Approval of the Recipient's Implementation Plan: USAID will review and approve the Recipient's annual implementation plan and any significant changes made thereto, as well as all the required program and financial reports.
2. Approval of specified Key Personnel: USAID will approve all Key Personnel. These positions are considered to be essential to the successful implementation of the award. Therefore, an individual proposed as a replacement shall have at least equal qualifications and experience. All changes thereto must be submitted for the approval of the Agreement Officer prior to replacement of an employee.
3. Monitoring Grantee's achievement of the purpose of the Cooperative Agreement, which is aimed at improving the public service delivery for vulnerable populations in target regions affected by climate change and illicit activities and to ensure the implementing partners are complying with the indicators over the five years in target regions.
4. Agency and recipient collaboration or joint participation, such as when the recipient's successful accomplishment of program objectives would benefit from USAID's technical knowledge. There should be sufficient reason for the Agency's involvement and the involvement should be specifically tailored to support identified elements in the program description. Additionally, if the program establishes an advisory committee that provides advice to the recipient, USAID may participate as a member of this committee as well. Advisory committees must only deal with programmatic or technical issues, and not routine administrative matters.
5. Agency monitoring to permit specific kinds of direction or redirection of the work because of the interrelationships with other projects or activities. All such direction or redirection must be within the program description budget, and other terms and conditions of the award.

IV. Authorized Geographic Code

The geographic code for the procurement of commodities and services under this program is 937 (the United States, the recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source).

V. Construction

No construction is contemplated under this procurement.

VI. Title to Property

Property title under the resultant agreement will vest with the recipient in accordance with the Requirements of chapter 2 of Code of Federal Regulations (CFR).

VII. Place of Performance

The place of performance for the activity is the Republic of Peru.

VIII. Nature of the Relationship between USAID and the Recipient

The principal purpose of the relationship with the Recipient and under the subject program is to transfer funds to accomplish a public purpose of improving service delivery for vulnerable populations in selected regions, which is authorized by Federal statute. The successful Recipient will be responsible for ensuring the achievement of the program objectives and the efficient and effective administration of the award through the application of sound management practices. The Recipient will assume responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.

[END OF SECTION B - FEDERAL AWARD INFORMATION]

SECTION C: ELIGIBILITY INFORMATION

I. Eligible Applicants

Eligibility is restricted to local entities. 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) managed by a governing body the majority of who are citizens or lawful permanent residents of the country receiving assistance.

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

USAID welcomes applications from organizations that have not previously received financial assistance from USAID. Faith-based organizations are eligible to apply for federal financial assistance on the same basis as any other organization and are subject to the protections and requirements of Federal law.

Active Registration in the System for Awards Management (SAM):

Applicants must be registered in SAM to be eligible to receive federal assistance, such as grants and cooperative agreements. As such each applicant must:

1. Provide a valid UEI for proposed sub-recipients.
2. Be registered in SAM before submitting its application in both phases of this solicitation.
3. Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a federal awarding agency.

USAID will not consider nor evaluate concept notes and applications submitted by organizations that are not registered in SAM. Organizations with expired registrations are considered ineligible and as a result, their concepts or applications will not be reviewed. USAID may use SAM registration status as a basis for disqualifying an applicant and making the award to the next most responsive application. This scenario may happen if/when an organization's SAM registration expires during the procurement process.

II. Conflict of Interest Pre-Award Term (August 2018)

Personal Conflict of Interest

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.

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.

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.

III. Leverage

Leverage is not required but is highly recommended. Leverage demonstrates the strength of an applicant's relationships and its capacity to secure private capital in support of the project. Leverage can be an indicator of potential for success and sustainability. When/if proposing leverage, applicants should include leverage amounts (in-kind or cash) in their cost applications for phases I and II.

Leverage is new, non-public resources, be it money, technology, or expertise, brought by the private sector and other non-traditional USAID partners to a partnership.

Leverage is not "cost share" and doesn't need auditing. For more info visit Annex II.

USAID will only enter into agreement with one entity, one organization, or one company, also referred to as the prime. The prime is encouraged to build a consortium with other entities that can add value to its application and increase the chances of successful implementation and sustainability of the intervention.

[END OF SECTION C – ELIGIBILITY INFORMATION]

SECTION D: APPLICATION PREPARATION AND SUBMISSION INFORMATION

I. Agency Point of Contact

Andre-Guy Soh
Regional Agreement Officer
Regional Office of Acquisition and Assistance - ROAA
limasolicitations@usaid.gov

II. General Instructions for Phases I and II.

This solicitation will follow a two-phase review process. Information provided in this section applies to both phases of this procurement process.

All questions and formal applications must be addressed to Andre-Guy Soh, Regional Agreement Officer at asoh@usaid.gov and to limasolicitations@usaid.gov with a copy to the Acquisition and Assistance Specialist, Rosario Saldaña at rsaldana@usaid.gov following the deadlines presented on the cover letter and in section no later than the date and time indicated on the cover letter and in submission instructions for each phase.

5PM is 5PM. 5:02 PM is not 5PM. Thus, USAID will disqualify all late applications. USAID will inform late applicants of their disqualification. Applicants must retain proof of timely delivery in the form of confirmation from the receiving office.

Pages in excess in page limitations will not be reviewed.

Applicants are encouraged to make good use of resources published by www.workwithusaid.org to prepare their applications. Module 1 through 5A and 7 of the following sites are recommended resources: <https://www.usaid.gov/partner-with-us/get-grant-or-contract/trainings-how-work-usaid>.

Applicants must submit their application materials in one single email containing well-labeled attachments.

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.

Applications must be in Microsoft Word, be in English Language, Calibri font, 12 point, single spaced, one inch margins, with pages numbered consecutively.

USAID will not evaluate applications submitted in PDF or zipped files.

III. APPLICATION SUBMISSION AND PREPARATION INSTRUCTIONS FOR PHASE ONE (I)

The guidance provided below only applies to phase I and is broken into 2 parts: application submission and application preparation.

1. APPLICATION SUBMISSION IN PHASE ONE

Applications in phase I must be submitted by the deadline provided in the cover page.

The subject line for electronic submissions may follow the following structure:

"Concept Note and budget - NOFO No. 72052723RFA00002- Name of the entity applying"

The email must contain the following attachments:

- Attachment I: Basic information sheet and the Concept Note (not to exceed 11 pages)
- Attachment II: Summary cost application presented in an excel table (see Annex VI) with a two page budget narrative in Microsoft Word (see Annex V) covering the 5 year implementation.
- Attachment III. Summaries of at least 3 current or past projects related to the focus of this solicitation and implemented by the prime and their main partners. Information should describe funding sources, main objectives and activities of the project, and achieved results. The applicant may use no more than 2 pages per project.

2. APPLICATION PREPARATION IN PHASE ONE

The concept note should be specific, complete, and presented concisely. The concept note must demonstrate the Applicant's capabilities and expertise with respect to achieving the Programmatic Outcomes identified in Section A of this solicitation.

Concept Notes must not exceed 11 pages and must include the following sections:

1. Basic Information (Page 1): The cover page one must include a) program title; b) Request for Applications reference number; c) name of organization(s) applying for the agreement; d) proposed implementing partners; UEI Numbers for the prime and its subs, e) contact person, telephone number, email address, and name(s) and title(s) of person(s) who prepared the application, corresponding signatures.
2. Technical Approach: (10 pages):

The Technical Approach section must include:

- a. Brief context analysis, a problem statement, theory of change, and magnitude of change including major 5-7 indicators to be achieved.
- b. A description of the approaches and interventions the applicant would implement to address the five Challenges, achieve the three Expected Programmatic Outcomes, use the Design Tools, and how the five USAID policies

and six Programmatic Principles described in the Section A will be incorporated into the technical approach.

- c. A description of how the applicant envisions building partnerships or alliances with key government, civil society and private sector stakeholders at national and local level.
- d. A description of the proposed geographic focus, including an explanation of why that subset of subnational governments makes the most sense and takes in consideration the Geographic focus approach described in the Programmatic Principles at the Section A of this solicitation.
- e. A brief explanation of the Sustainability approach, considering the USAID definition and elements included in Section A.

3. Management Approach (3 pages):

The Management Approach section must include:

- a. A clear description of the management approach, the reason behind its selection, and underlying assumptions.
- b. An organizational structure that clearly outlines the lines of authority among envisioned partners and each of their roles. The team structure must be gender sensitive and demonstrate adherence to the principles of Diversity, Equity, Inclusion and Accessibility (DEIA) as defined outlined in Executive Order 13985 and as applicable to the Peruvian context.
- c. A brief description of the conflict resolution strategy agreed with the consortium partners (if any).
- d. Suggested key personnel and position descriptions.
- e. A vision for efficient coordination across partners at national level and regional stakeholders to seamlessly facilitate the implementation of the proposed interventions, including office locations, mobilization capacity, etc.

4. Summary Cost Application in Microsoft Word (This information is not part of the page limit; the cost narrative must not exceed 2 pages).

The summary cost application must be submitted as a separate document, but in the same email. The cost application shall consist of a summary cost application, in US Dollars, which provides a breakdown table by major cost elements and with summary notes that should not exceed 2 pages. The cost application does not count towards the page limit. The summary budget can be an excel table pasted in a word document for ease of review. You may use the templates in Annexes V and VI for budget preparation, but only summary budget table and narratives in Microsoft Word may be submitted.

Leverage – when proposed - must clearly appear in the proposed cost application.

5. Past Experience (This information is not part of the page limit).

Implementation Experience can be an objective indicator of how well an applicant may successfully carry out future interventions. Therefore, the applicant must provide proof of experience implementing activities of a similar nature and scope. The applicant must present no more than 3 current or recent projects they have implemented. The presentation of each project must not exceed two pages, and must follow the following structure:

- Name of the Awarding Organization.
- Award Number.
- Activity Title.
- A brief description of the activity and main achievements
- Period of Performance.
- Award Amount and funding sources.

The Agreement Officer will notify unsuccessful applicants of USAID's decision not to fund their applications. Pursuant to ADS 303.3.7.2, unsuccessful applicants have up to 10 days from the date they received the AO notice to send a written request for additional information. Additional information may be provided at the discretion of the AO.

IV. APPLICATION SUBMISSION AND PREPARATION FOR PHASE TWO

The guidance provided below only applies to phase II: The section is broken into two (2) parts: application submission and application preparation.

1. APPLICATION SUBMISSION IN PHASE TWO

After review of concepts submitted in phase one, USAID will formally request a full application from one or several applicants whose concepts would have received a "medium" to "high confidence" rating. USAID reserves the right to request full applications from select applicants in the above pool.

No full applications will be accepted from applicants who do not participate in phase I.

Applications in phase II must be submitted in one email no later than the date on the cover of sheet this solicitation (TBD):

The subject line for electronic submissions may follow the following structure:

"Full Technical and Cost Application - NOFO No. 72052723RFA00002- Name of the entity applying"

Electronic submissions in phase II must contain the following attachments:

- Attachment I: Basic Information Sheet and the Full Application that does not exceed 25 pages
- Attachment II: Detailed budget in Excel and a budget narrative.

- Attachment III: Complementary information composed of all the annexes required by Section D, Item IV General Instructions, submitted as a consolidated attachment containing the following annexes:
 - Annex 1: Illustrative work plan and Monitoring and Evaluation and Learning Plan (MELP)
 - Annex 2: CVs of proposed key personnel (no more than three pages each) and signed commitment letters (if any).
 - Annex 3: Past Experience – see 5 below.

2. APPLICATION PREPARATION IN PHASE TWO

The full application must not exceed 25 pages and must include the following sections:

1. Basic Information (Page 1): The cover page must include a) program title; b) Request for Applications reference number; c) name of organization(s) applying for the agreement; d) proposed implementing partners; and e) contact person, telephone number, fax number, address, and name(s) and title(s) of person(s) who prepared the application, and corresponding signatures.
2. Technical Approach:(18 pages) The Technical Approach section must include:
 - a. A context analysis and a rationale for this intervention, a refined problem statement, theory of change, magnitude of change, and results framework including illustrative indicators for each Expected Programmatic Outcome described in the Section A. Considered together, these components should present a coherent vision of how the activity responds to the Peruvian social, economic, and political challenges,
 - b. Described alignment with USAID policy, addresses the three Expected Programmatic Outcomes, use the Design Tools, and how the six Programmatic Principles will be incorporated into the technical approach stated in the Section A.
 - c. A coherent implementation strategy to demonstrate the activity will address the challenges and the implementation of the Programmatic Outcomes and will describe as a minimum how:
 - Conduct a partnership building strategy.
 - Implement a holistic governance approach that strengthens intergovernmental and intersectoral cooperation.
 - Implement a clear territorial focused strategy taking in account the USAID approach described in the Section A as part of the Programmatic Principles. Applications should present a logical analysis of why and how the proposed regions and municipalities were selected.
 - d. A brief description of the 6-12 month inception period that explains the interventions and deliverables that will take place during the co-creation process

with USAID and key stakeholders from government, civil society and private sector.

- e. An illustrative draft of a general five-year work plan and an Activity Monitoring, Evaluation and Learning Plan (AMELP) with illustrative indicators, which should demonstrate consistency with the technical approach and respond to the three Programmatic Outcomes. These two documents will be finalized post award with USAID. The work plan and the AMELP plan must be included as attachments and do not count toward the page limit.
- f. A communication strategy that outlines an intercultural and inclusive focus that uses innovative media tools. The selected partner will develop a detailed communication strategy after the award is signed in coordination with USAID.
- g. A clear explanation of the sustainability approach, considering the USAID definition and elements included in Section A.

3. Management Approach and Staffing Plan: (6 pages) This section must include:

- a) A comprehensive management approach, including an organizational structure that describes the coordination flow and lines of authority. It also should showcase gender equity, diversity and inclusion in using the local workforce (e.g., multi racial, inclusive of marginalized Peruvian groups, gender sensitive, local and international experience, etc.)
- b) An internal strategic partnership approach. If the applicant proposes an alliance with one or several other partners, the application must clearly describe the technical and administrative roles and responsibilities of the prime awardee and/or sub-awardees (if any) and describe how the consortium members bring specialized expertise and knowledge to enrich the consortium with expertise in global best practices. If the applicant does not contemplate working with partners, the application should describe the approach and mechanisms on how the entity will cover the multi sector expertise required for this activity and enrich the proposal bringing global practices to be validated and adapted to the Peruvian context. (e.g., international consultants, specialized task orders, internships, etc.)
- c) A description of how the decision-making processes will be conducted and it must also describe the conflict management resolution strategy internally and among partners.
- d) A description of the applicant's general operations capacity. This should include a roll-out plan and the applicant's existing capacity for immediate mobilization (to establish offices, alliances, and staff presence in Lima and target regions as appropriate); the approach to addressing logistical and operational challenges; and an explanation of the overall functions of the human resources, procurement, financial, and other relevant units.
- e) Identification of key personnel that includes a description of how each will contribute to the technical and/or administrative aspects of the activity. Applicants must include a position description with minimum requirements for

each key personnel position proposed for the prime entity and subgrantees, if any. The application shall include, as an attachment, the following information: CVs of key personnel (must not to exceed three pages, including three references not associated with the applicant's organization) and signed commitment letters of the proposed key personnel candidates). CV information and signed letters do not count toward the page limit. USAID/Peru may seek reference information from individuals outside of those identified in the proposal.

4. Past Experience (This information is not part of the 25-page limit).

The Applicant must provide past experience information for itself and each major sub-awardee, if applicable. Past experience information shall be submitted as an annex during Phase Two of this procurement (see Section III.2. APPLICATION PREPARATION IN PHASE TWO). "Major sub-awardees' are those sub-awardees expected to perform at least 20 percent (as quantified by or calculated by level of effort for staff and/or total estimated direct expenditures) of the technical effort under the award being solicited. The Applicant must provide a record of relevant past experiences demonstrating ability to implement similar activities. USAID may use information obtained from other sources than those identified by the Applicant/Sub-awardee.

The applicant must provide information regarding its recent history of implementation for at least three cost reimbursement contracts, grants, or cooperative agreements involving similar or related programs in the past 5-8 years. The information provided for each project must not exceed two pages, and must follow the following structure:

- Name of the Awarding Organization.
- Award Number.
- Activity Title.
- A brief description of the activity.
- Period of Performance.
- Award Amount and funding sources.
- Name of at least two 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 with any of the referenced Awards, it may provide a short explanation and the corrective action taken. USAID reserves the right to obtain relevant information concerning an applicant's history of implementation from any sources and may consider such information in its review of the applicant's risk.

USAID may request additional information and conduct a pre-award survey if it determines that it is necessary to inform the risk assessment.

5. Detailed Cost Application (budget) Format (The budget format is not part of the 25-page limit)

The full cost application must be submitted with the technical application. The cost application must consist of a detailed budget in Microsoft Excel (Annex VI), in US Dollars, which provides a detailed breakdown of all cost elements. The applicant must prepare a detailed narrative (Annex V) to help reviewers understand the thinking, rationale and/or assumptions behind proposed cost elements and this information must not exceed 5 pages. The cost application does not count towards the page limit. Applicants may use the guidance provided by USAID at <https://www.workwithusaid.org/blog/developing-your-cost-proposal>.

The anticipated costs under the Cooperative Agreement using Standard Form 424- Application for Federal Assistance, 424A- Budget Information- Non-Construction Programs, and 424B- Assurances- Non-Construction Programs. The summary costs application must illustrate the entire period of performance, using the budget format shown in the SF-424A.

Standard Forms (SF424 Forms) The Applicant must sign and submit the Cost Application using the SF-424 series. Submissions of the SF 424, SF 424A, and SF 424B are required for the cost application. Standard Forms can be accessed electronically at www.grants.gov and can be downloaded from USAID's web site:

SF 424 Form(s) - The applicant must complete the following documents and submit a signed copy with their application. Standard Forms can be accessed electronically at <https://www.grants.gov/web/grants/forms/sf-424-family.html>

[END OF SECTION D – APPLICATION PREPARATION AND SUBMISSION INFORMATION]

SECTION E: APPLICATION REVIEW INFORMATION

Applications in phases I and II of this NOFO will be evaluated using confidence ratings as detailed in Table number I and II below.

In order of importance, the following criteria will form the basis of the confidence rating assigned to an application.

1. Technical Approach
2. Management Approach and Staffing Plan
3. Past Experience

The Technical Approach is the most important criteria. The Management Approach is more important than Past Experience.

Organizations new to USAID may have years of experience implementing certain types of activities but lack formal performance evaluations of the same. USAID is evaluating Past Experience and not Past Performance. Experience is the degree to which an organization has performed similar work or has technical competence in a specific area. This can relate to the organization itself (institutional experience), or the implementation team it assembles and proposes. Past performance on the other hand refers to the quality of the work performed.

1. EVALUATION CRITERIA FOR PHASE ONE - TABLE No. 1

<p>High Confidence</p>	<p>The Government has high confidence that the application's technical and management approaches reflect the requirements of section A and D and present the most realistic approaches and strategies to accomplish the programmatic outcomes outlined in section A of this solicitation.</p> <p>High confidence in numeral scoring ranges between 85 and 100%. Very little to no additional information is needed to make sense of the applicant's proposal(s). Most sub-components of Technical Approach (4 out of 5) and Management technical approach (4 out of 5) are addressed satisfactorily.</p> <p>The applicant (or its proposed personnel and partners) has extensive successfully experience implementing similar or related activities in similar contexts for 4 years or more.</p>
<p>Medium Confidence</p>	<p>The Government has Medium confidence that the application's technical and management approaches reflect the requirements of section A and D and present the most realistic approaches and strategies to accomplish the programmatic outcomes outlined in section A of this solicitation. The numeral equivalent scoring ranges between 60 and 85%. The applicant excels in some areas but leaves or</p>

	<p>creates doubt in several or more critical elements of the technical and/or management approaches. Some subcomponents of Technical approach (3 out of 5) and management approach (3 out of 5) are addressed satisfactorily.</p> <p>The applicant (or its proposed personnel and partners) is relatively new to the sector (2 to 4 years) and has limited experience successfully implementing similar or related activities in similar contexts.</p>
<p>Low Confidence</p>	<p>The Government has low confidence that the application's technical and management approaches reflect the requirements of section A and D and present the most realistic approaches and strategies to accomplish the programmatic outcomes outlined in section A of this solicitation. This falls below 60% in numerical scoring.</p> <p>Several key aspects of the application are unclear, unsubstantiated or worse, demonstrate a clear lack of understanding of the Government's requirement. Most sub-components of the management and technical approach are unaddressed or misunderstood. Less than 2 out of 5 sub-components under the technical approach and less than 2 out of 5 sub-components under the technical approach are satisfactorily addressed.</p> <p>The applicant (or its proposed personnel and partners) are new entrants with close to no experience implementing similar or related activities in similar contexts.</p>

2. EVALUATION CRITERIA FOR PHASE TWO - TABLE No. 2

<p>High Confidence</p>	<p>The Government has high confidence that the application's technical and management approaches reflect the requirements of section A and D and present the most realistic approaches and strategies to accomplish the Programmatic Outcomes outlined in section A of this solicitation.</p> <p>High confidence in numeral scoring ranges between 85 and 100%. Very little to no additional information is needed to make sense of the applicant's proposal(s). Most sub-components of technical approach (6 out of 7) and management approach (4 out of 5) are addressed satisfactorily.</p> <p>The applicant (or its proposed personnel and partners) has extensive successfully experience implementing similar or related activities in</p>
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	<p>similar contexts for 4 years or more</p>
<p>Medium Confidence</p>	<p>The Government has Medium confidence that the application's technical and management approaches reflect the requirements of section A and D and present the most realistic approaches and strategies to accomplish the programmatic outcomes outlined in section A of this solicitation.</p> <p>The numeral equivalent scoring ranges between 60 and 85%. The applicant excels in some areas but leaves or creates doubt in several critical elements of the technical and/or management approaches. Some subcomponents of technical approach (5 out of 7) and management approach (3 out of 5) are addressed satisfactorily. The applicant (or its proposed personnel and partners) is relatively new to the sector (2 to 4 years) and has limited experience successfully implementing similar or related activities in similar contexts.</p>
<p>Low Confidence</p>	<p>The Government has low confidence that the application's technical and management approaches reflect the requirements of section A and D and present the most realistic approaches and strategies to accomplish the programmatic outcomes outlined in section A of this solicitation.</p> <p>The numerical scoring range is below 60%. In general, several key aspects of the application are unclear, unsubstantiated or worse, demonstrate a lack of understanding of the Government's requirement or the context. Most sub-components of the management plan and technical approach are unaddressed or misunderstood. Less than 3 out of 7 sub-components under the technical approach and less than 2 out of 5 sub-components under the technical approach are satisfactorily addressed.</p> <p>The applicant (or its proposed personnel and partners) are new entrants with close to no experience implementing similar or related activities in similar contexts.</p>

[END OF SECTION E – APPLICATION REVIEW INFORMATION]

SECTION F: FEDERAL AWARD ADMINISTRATION INFORMATION

I. Federal Award Notices

Award of the agreement 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.

II. 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: ADS 303, [Standard Provisions for Non-U.S. Nongovernmental Organizations](#)

See Section G, for a list of the Standard Provisions that will be applicable to any awards resulting from this NOFO.

III. Reporting Requirements (post award)

The successful applicant must submit the following reports¹:

Financial Reporting:

The Recipient shall submit a quarterly financial report, within 30 calendar days after the end of each quarter, using the new Federal Financial Report (Standard Form 425). Financial Reports shall be in keeping with 2 CFR 200.327 <https://www.usaid.gov/forms/sf-425>; Recipient must send copies to the Agreement Officer Representative (AOR) and Agreement Officer (AO), respectively.

IV. Performance Reporting:

a. Annual Work Plan

Within 30 days upon signing the award, the successful applicant must submit a detailed work plan corresponding to the first year of implementation. The Work Plan must be consistent with the programmatic objectives.

Work plans typically identify a logical sequence of steps to be undertaken to implement each program component and must include an associated timeline. The applicant may not include activities in the work plan that fall outside the parameters of the program description. The applicant's annual work plan will describe how the applicant intends to organize the year's

¹ If the due date falls on a weekend or holiday, reports must be submitted on the following working day.

work, including setting project priorities and how responsibilities will be organized with subgrantees to ensure task accomplishment.

The Year One Work Plan will include, at a minimum:

- A brief introduction of the context where the activity will be implemented, including the identification of assumptions and anticipated risks and how they will be addressed or mitigated.
- Programmed activities per component, including how they will be implemented, beneficiaries, assigned responsibilities, regions, and other relevant information.
- General description of the engagement and co-creation/collaboration process with key stakeholders from government (at national, regional, and local level), civil society and community organizations, and private sector.
- Timeline for implementation, including proposed location of the activities with expected outputs/outcomes.
- Estimated costs per component for the year.

In following years, the annual work plan will consist of component updates and build on the previous plan, including any other elements in agreement with USAID.

b. Activity Monitoring, Evaluation, and Learning Plan (AMELP)

A detailed Activity Monitoring, Evaluation, and Learning Plan (AMELP) will be submitted within 60 days upon signing the award. This draft will be closely reviewed with USAID by the end of the inception period. The AMELP will include the following elements:

1. A Results Framework and Theory of Change.
2. The activity's monitoring and evaluation approach and a matrix including relevant performance indicators, standard and custom indicators, activity outputs and outcomes, and annual targets for the five-year project and disaggregation variables as appropriate (sex, indigenous, youth, national, regional or district level among others).
3. The data sources, methods, frequency of data collection, reviews, analysis and reporting.
4. The baseline data, or plan and timeline for gathering the baseline data.
5. Learning activities, including the formulation of learning questions and knowledge captured at activity close out; how results will be disseminated; lessons learned; and key tools or methods produced by the project.
6. Plans to ensure data quality and collaboration in the implementation of Data Quality Assessments (DQA).

7. A description of how gender considerations will be integrated into program implementation and the monitoring and evaluation plan.
8. A specific commitment to collaborate with any external evaluation planned by the Mission.

The implementor will upload the monitoring information into the USAID Development Information Solution (DIS) System.

A template for the AMELP will be provided by USAID.

Additional documents and plans:

c. Climate Change Strategic Plan

The Climate Change Strategic Plan must be integrated into the initial work plan and submitted within 30 calendar days upon signing of the award. This plan will include the matrix of the climate change strategy and describe the approach and activities that will be developed consistent with the project.

Environmental Compliance Report (if it is determined):

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 (<https://www.usaid.gov/about-us/agency-policy/series-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. Recipient environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this NOFO.

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.

No activity funded under this award 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.")

An Initial Environmental Examination (IEE) LAC-IEE-23-108 was approved on April 24, 2023, for this NOFO. The IEE covers activities expected to be implemented under this activity. USAID has determined that a Categorical Exclusion applies to all the proposed activities. This indicates that, as currently planned, no interventions will directly affect the environment. The applicant shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this solicitation.

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

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

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

Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the recipient shall prepare an EMMP or M&M Plan describing how the recipient will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.

Integrate a completed EMMP or M&M Plan into the initial work plan:

Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation to minimize adverse impacts to the environment.

d. Communication Strategy and Branding Strategy and Marking Plan

Within 60 days upon the signing of the award, the successful applicant will provide two strategic plans: 1) Branding Strategy and Marking Plan and 2) Communications Plan. Both will be evaluated and approved by the Agreement Officer and incorporated into any resulting award. The plan templates will be provided upon award. The Communications Strategy will present a clear approach and implementation plan to be embedded in the work plan.

e. Capacity development plan in compliance with the localization policy

The work plan will also include a capacity development plan, as an annex, for the prime and subgrantee entities to ensure that localization policy is addressed appropriately. Topics should include training or technical assistance on the financial and administrative aspects, IT skills, and technical skills relevant to governance topics.

f. Quarterly Progress and Financial Reports:

Quarterly reports will summarize the following: program highlights, achievements, and major activities; budget information; problems encountered, proposed remedial actions and impact achieved against the objectives. Reports will include advances of indicators and climate change implementation activities based on the matrix mentioned above. The Recipient shall submit an electronic copy of a performance report to the AOR. The performance reports are required to be submitted quarterly (30 calendar days after the quarter). Please refer to 2 CFR 200.328 (b) (1). Along with the quarterly progress report, the Awardee will provide at least one success story (Telling Our Story) from its program each quarter. Success stories should be no more than one page. In addition, reporting will also be done through the mission's online performance monitoring system, to be specified later.

Quarterly report will also include the financial execution corresponding to the quarter, including information of subgrantees and explanations for any significant differences among planned and executed budgets or any other deviations, and how they were overcome.

Depending on the start date, the first report may be shorter to fit with the USAID FY reporting period. (October-December; January-March; April-June; and July-September. Subsequent reports should fit with the USAID fiscal period).

g. Annual Performance Reports:

The annual report shall be submitted within 30 days after the end of the USAID fiscal year and annually thereafter for each authorized year of performance. The Annual Performance Report will be focused on cumulative accomplishments, progress, and difficulties faced in the period and how they were addressed toward achievement of results. This report will include the AMELP report as an annex. It will describe the CLA components (collaboration, learning, and adapting), with the performance measures, indicators matrix with the targets reached during the FY. Also, this report will include as an annex a brief quarterly report corresponding to the quarter July-September. The Annual reports informs on the entire previous fiscal year, which runs from October 1-September 30. Depending on the start date, the first performance report may vary the number of months to be reported to ensure it fits with the end of the USAID FY.

The annual performance report will also include the annual financial report including the grantees budget execution, highlighting major accomplishments and problems and how they were solved.

A template for the Annual Performance Report will be provided by USAID.

h. Exit strategy:

A sustainability/exit strategy will be essential to ensure that effective activities continue after USAID funds are withdrawn. The Recipient shall submit an exit strategy to the AOR as part of the third annual report and it will be reported annually in the annual reports of the last three years and in the final report.

i. Final Report

A draft final report must be submitted 45 calendar days before the end of the award. The Recipient must submit one original and one final copy to the Regional Financial Management Office (RFMO), AO, and the AOR within 30 calendar days after the award. In addition, the Recipient shall submit one copy via e-mail to DocSubmit@usaid.gov.

A template for the Final Report will be provided by USAID.

[END OF SECTION F – FEDERAL AWARD ADMINISTRATION INFORMATION]

SECTION G: FEDERAL AWARDING AGENCY CONTACTS

The Agreement Officer (AO) for this NOFO is:

Andre-Guy Soh

Regional Agreement Officer

USAID/Perú

La Encalada Avenue, Block 17

Monterrico, Surco, Perú

Asoh@usaid.gov

The Acquisition and Assistance (A&A) Specialist for this NOFO is:

Rosario Saldaña

A&A Specialist

USAID/Peru

La Encalada Avenue, Block 17

Monterrico, Surco, Perú

rsaldana@usaid.gov

[END OF SECTION G – FEDERAL AWARD AGENCY CONTACT(S)]

SECTION H: OTHER INFORMATION

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

Applications with Proprietary Data

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

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

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

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

[END OF SECTION H – OTHER INFORMATION]

ANNEX I: SOLICITATION PROVISIONS

I. STANDARD PROVISIONS FOR NON-US ORGANIZATIONS

M.1 ALLOWABLE COSTS (NOVEMBER 2020)

- 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.

M.2 ACCOUNTING, AUDIT, AND RECORDS (MARCH 2021)

- a. Accounting, Retention, and Access to Records.
- (1) The recipient must maintain financial records, supporting documents, statistical records, and all other records, to support performance of and charges to this award.

- (2) 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.
- (3) The recipient must grant timely access to USAID, the USAID Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, to any documents, papers, or other records of the recipient and any subrecipient, which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. This includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents.

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 federal awards, either directly or through another contractor or recipient, excluding fixed price contracts.
 - (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 federal awards, either directly or through a prime contractor or recipient, excluding fixed price contracts. 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.

M.3 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.

M.4 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.

M.5 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.

M.6 USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020)

- 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 Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals” 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.

M.7 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.

M.8 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.

**M.9 MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE
(DECEMBER 2014)**

- a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline “from the American people”, unless amended by USAID to include additional or substitute use of a logo or seal and tagline representing a presidential initiative or other high level interagency initiative. The standard USAID logo must be used unless the award requires use of an additional or substitute logo. The USAID Identity (including any required presidential initiative or related identity) is available on the USAID Web site at www.usaid.gov. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:
- (1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
 - (2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
 - (3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;
 - (4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
 - (5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.
- b. The recipient must implement the requirements of this provision following the approved Marking Plan in the award.
- c. The Agreement Officer 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.”

M.10 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.

M.11 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.

M.12 DEBARMENT AND SUSPENSION (JUNE 2012)

- a. The recipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the System for Award Management (SAM) (www.sam.gov) unless prior approval is received from the Agreement Officer. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the recipient has any questions about listings in the system, these must be directed to the Agreement Officer.
- b. The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. USAID may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision. Although doing so is not automatic, USAID may terminate this award if a recipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, USAID will consider the totality of circumstances—including the recipient's response to the situation and any additional information submitted—when USAID determines its response.
- c. The recipient must notify the Agreement Officer immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:
 - (1) Are presently excluded or disqualified from doing business with any U.S. Government entity;
 - (2) Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;
 - (3) Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph c.(2); or
 - (4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.

d. Principal means—

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

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

- (i) Is in a position to handle Federal funds;
- (ii) Is in a position to influence or control the use of those funds; or,
- (iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

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

M.13 DISPUTES AND APPEALS (DECEMBER 2022)

- 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 or as redelegated in accordance with [ADS 103, Delegations of Authority](#). A copy of the appeal must be concurrently furnished to the AO. No hearing will be provided.
- c. A decision under this provision, as noted in paragraph b above, 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.

M.14 PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)

- a. In carrying out activities under this award, except as authorized by a license issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury, the recipient will not engage in transactions with, or provide resources or support to, any

individual or entity that is subject to sanctions administered by OFAC or the United Nations (UN), including any individual or entity that is included on the Specially Designated Nationals and Blocked Persons List maintained by OFAC (<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx/>) or on the UN Security Council consolidated list (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

- b. Any violation of the above will be grounds for unilateral termination of the agreement by USAID.
- c. The Recipient must include this provision in all subawards and contracts issued under this award.

M.15 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 (1) submit to the Agreement Officer (AO), 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 (2) 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 AO upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.
- d. The recipient's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:
- (1) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.
 - (2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.
 - (3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

- (4) A housing plan, if the recipient or any subawardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.
 - (5) Procedures for the recipient to prevent any agents or subawardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or subawardee or subawardee employees that have engaged in such activities.
- e. If the Recipient receives any credible information regarding a violation listed in section a(1)-(4) of this provision, the recipient must immediately notify the cognizant AO 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 AO 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.

**M.16 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.

M.17 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 [Faith Based and Neighborhood Partnerships](#) website 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.

M.18 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 United States or when employees are recruited from the United States.

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.

M.19 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.

M.20 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
[Type of construction and location(s)]
- 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.

M.21 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.

M.22 ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (DECEMBER 2022)

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

The Recipient 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 contract 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. The parties agree that this prohibition extends to cooperative agreements in addition to grants.

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 Recipient who has the responsibility to investigate, discover, or address misconduct.

M.23 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)

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

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

activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the recipient under the award, whether published or not. The term does not include the recipient's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

b. Submissions to the Development Data Library (DDL)

- (1) The recipient must submit to the Development Data Library (DDL) at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subawardee or a contractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.
- (2) Unless otherwise directed by the Agreement Officer (AO) or the Agreement Officer Representative (AOR), the recipient must submit the Dataset and supporting documentation to the DDL within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the recipient must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The recipient must also provide to the AOR an itemized list of any and all DDL submissions.

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

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

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

M.24 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.

M.25 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.

M.26 MANDATORY DISCLOSURES (JUNE 2023)

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 (OIG), 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 and contractors must disclose, in a timely manner, in writing to the USAID OIG 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.

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 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.

M.27 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.

M.28 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.

M.29 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (July 2022)

- a. In accordance with the cost principles in 2 CFR § 200.471, obligating or expending costs for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR § 200.216 are unallowable. Recipients and subrecipients are prohibited from using award funds, including direct and indirect costs, cost share and program income, for such covered telecommunications and video surveillance services or equipment. This provision implements temporary waivers granted to USAID under Section 889(d)(2) that allow the recipient to use award funds for costs for covered telecommunications and video surveillance services or equipment incurred on or after October 1, 2022, through September 30, 2028, only if the recipient has determined that there is no available alternate eligible source for the covered telecommunications and video surveillance services or equipment.
- b. After September 30, 2028, in accordance with 2 CFR § 200.471 costs of all covered telecommunications and video surveillance services or equipment as specified in 2 CFR § 200.216 will be unallowable.
- c. The Recipient must include this provision in all subawards and contracts issued under this award.

M.30 EXCHANGE VISITORS VISA REQUIREMENTS (DECEMBER 2022)

Definitions:

An **Exchange Visitor (EV)** is any foreign national who is traveling to or is already in the United States as a beneficiary (not provider) of USAID development assistance for any purpose, including invitational travel, and is financed in whole or in part, directly or indirectly, by USAID. All USAID-sponsored EVs must obtain, use, and abide by the terms of the J-1 visa exclusively even if they already have a valid nonimmigrant visa (e.g., B-1/B-2). All Individuals traveling under Invitational Travel (see [ADS 522](#)) must also travel on a J-1 visa as a USAID-sponsored EV. Foreign government officials and their immediate family members who qualify for an A diplomatic visa having recognized diplomatic titles, privileges, and immunities are not included in this definition.

Training and Exchanges Automated Management System (TEAMS) is USAID's data system for the reporting of information on all USAID Exchange Visitor activities. TEAMS is USAID's single repository of EV data. TEAMS is a web-based application that helps Missions, contractors, recipients, and contractor/recipient systems at various locations to collaborate in approving and reporting EVs. The system serves as USAID's data interface with the Department of Homeland Security (DHS) Student and Exchange Visitor Information System (SEVIS).

- b. Visa Compliance Requirement:** In accordance with 22 C.F.R. Part 62, the Department of State has designated USAID as a sponsor for exchange visitor programs. This award constitutes the written agreement between the recipient and USAID that authorizes the recipient to act on behalf of USAID in the conduct of any exchange visitor activities in the Program Description of this award. The recipient must ensure that any EV-sponsored under the award must obtain, use, and abide by the terms of the J-1 visa even if the EV already has a valid non-immigrant visa (e.g., B-1/B-2).

Any exception to the requirement for an EV to obtain, use, and abide by a J-1 visa must be approved by the Mission Director or USAID/W Office Director in accordance with the procedures in [ADS 252](#).

- c. Program Monitoring and Data Reporting:** The recipient must monitor EVs' progress during their program and ensure that problems are identified and resolved quickly. The Agreement Officer's Representative (AOR) will arrange for the TEAMS helpdesk (TEAMS@usaid.gov) to provide the recipient with access to and instructions for using USAID's TEAMS, where the recipient will report and manage EV data.
- d. Health and Accident Insurance:** The recipient must enroll EVs in health and accident insurance coverage that meets or exceeds Department of State and USAID minimum coverage requirements as set forth in 22 CFR 62.14 and ADS 252 Visa Compliance for Exchange Visitors. Any dependent(s) must provide proof of health insurance.
- e. Immigration Requirements:** The recipient must ensure that all EVs obtain, use, and comply with the terms of the J-1 visa, issued in conjunction with a USAID-issued Certificate of Eligibility for J-1 Visa Status (DS-2019).
- f. Language Proficiency:** The recipient must verify that an EV is proficient in English if the individual will undertake a U.S.-based Exchange Visitor program that is conducted in English. Even if accompanied by an interpreter, the EV must have sufficient English language skills to understand and respond to basic questions at the U.S. port of entry. USAID cannot waive this external requirement of English language proficiency determination (see [22 CFR 62.10\(a\)\(2\)](#)). Language competency can be verified through a variety of means including proficiency assessments of interviews, publications, presentations, education conducted in English, and formal testing.
- g. Pre-arrival Orientation:** The recipient must ensure that EVs receive pre-arrival orientation to prepare them for their trip to the United States. Pre-arrival orientation as set forth in 22 CFR 62.10(b) covers program objectives, administrative and policy review, cultural aspects, and training/learning methods, and USAID's conditions of sponsorship.
- h. Conditions of Sponsorship:** The recipient must ensure that all EVs read and sign the Conditions of Sponsorship for U.S.-Based Activities form ([AID Form 252-1](#)). The recipient immediately must report to the Responsible Officer any known violations by EVs. The

Responsible Officer is the designated official in charge of maintaining USAID's official designation as an EV program sponsor (see [ADS 252](#)).

- i. **Fly America:** If applicable, the recipient must comply with the Fly America Act requirements for international air travel and transportation required for EVs and any authorized dependents under this award.

M.31 CONTRACT AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (DECEMBER 2022)

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

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

2. Proceedings About Which the Recipient 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 the recipient's 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. The recipient does not need to submit the information a second time under assistance awards received if the recipient already provided the information through SAM because it was required to do so under Federal procurement contracts it was awarded.

4. Reporting Frequency

During any period of time when the recipient is subject to the requirement in paragraph 1 of this award term and condition, it must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that it has 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]

M.32 OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (DECEMBER 2022)

The Paperwork Reduction Act of 1980 ([44 U.S.C. chapter 35](#)) imposes a requirement on Federal agencies to obtain approval from the Office of Management and Budget (OMB) before collecting information from ten or more members of the public. The information collection and recordkeeping requirements contained in [ADS Chapter 303](#) and its mandatory references have been approved under OMB approval number 0412-0510; the current expiration date is 09/30/2025.

Standard Provision	Burden Estimate
Accounting, Audit, and Records	4 hours
Debarment and Suspension	4 hours
Travel and International Air Transportation	4 hours
Ocean Shipment of Goods	4 hours
Trafficking in Persons	8 hours
USAID Implementing Partner Notices (IPN) Portal Assistance	4 hours
Mandatory Disclosures	40 hours
Conflict of Interest	8 hours
Indirect Costs – Negotiated Indirect Cost Rate Agreement (NICRA)	40 hours
Voluntary Population Planning Activities – Supplemental Requirements	8 hours
Investment Promotion	8 hours
Reporting Host Government Taxes	8 hours
Cost Share	24 hours

Protection of Human Research Subjects	24 hours
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II. REQUIRED AS APPLICABLE (RAA) STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL ORGANIZATIONS

RAA.1. ADVANCE PAYMENT AND REFUNDS (NOVEMBER 2020)

- a. The recipient is not required to maintain separate bank accounts for USAID funds, unless otherwise required. However, when advances are authorized by this award, the recipient must deposit such funds in a reputable bank and be able to account for the receipt and expenditure of funds and interest earned on the advances provided by the U.S. Government (USG).
- b. The recipient must maintain advances of USAID funds in interest-bearing accounts, unless:
 - (1) The recipient receives less than \$250,000 in USG awards per year;
 - (2) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 in a twelve month period on USG cash balances;
 - (3) The bank would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest-bearing account; or
 - (4) A foreign government or banking system prohibits interest bearing accounts.
- c. The recipient may retain up to \$500 of interest earned in a twelve-month period on USG cash balances for administrative expenses. Any additional interest earned on advances must be remitted to the USAID payment office specified in this award, or such other location as the payment office advises.
- d. The recipient must request advance payments for anticipated expenditures at time intervals as close as is administratively feasible to the actual disbursements by the recipient, and for the minimum amounts necessary.
- e. To request an advance payment, the recipient must submit (preferably electronically) to the payment office the Standard Form-270 Request for Advance, Standard Form-425 Federal Financial Report or Standard Form-1034 Public Voucher for Purchases and Services Other Than Personal. (See <http://www.gsa.gov/portal/forms/type/SF> for forms.) The recipient must print the statement "Request for Advance" at the top of the form.

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

- (1) Every 30 days covering a 30-day period;
- (2) Three requests may be submitted covering 30-day sub-periods of a 90-day period to be paid automatically every 30 days; or
- (3) One request for 90 days may be submitted to be automatically disbursed in 30-day equal increments.

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

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

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

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

- i. Cash advances made by the recipient to subrecipients or the recipient's field organizations must conform substantially to paragraphs a., b., c., d. and h. of this provision. In the case of paragraph c., any interest over \$500 per account, per year must be remitted through the prime recipient.

RAA.2. 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.

**RAA.3. INDIRECT COSTS – NEGOTIATED INDIRECT COST RATE AGREEMENT (NICRA)
(NOVEMBER 2020)**

- a. Definitions. As used in this clause—

“Indirect (Facilities & Administrative (F&A)) costs” means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect (F&A) costs. Indirect (F&A) cost pools should be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

“Indirect cost rate proposal” means the documentation prepared by a non-Federal entity to substantiate its request for the establishment of an indirect cost rate as described in Appendix III through Appendix VII and Appendix IX to 2 CFR 200.

“Nonprofit organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(1) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(2) Is not organized primarily for profit; and

(3) Uses net proceeds to maintain, improve, or expand the operations of the organization.

- b. Provisional indirect cost rates must be established for the recipient's fiscal years during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs will be reimbursed at the rates, on the bases, and for the periods shown in the Schedule of this award.
- c. The recipient must submit to the Agreement Officer (AO) the proposed final indirect cost rates with supporting cost data, within the earlier of 30 days after receipt of the audit report or nine months after the end of the audit period. The proposed rates must be based on the recipient's actual costs during the recipient's applicable fiscal year. Negotiation of final indirect cost rates will begin soon after receipt of the recipient's proposal.

Except as otherwise provided in 2 CFR 200.414 Indirect (F&A) costs paragraph (e) and (f), a nonprofit organization which has not previously established an indirect cost rate with a Federal agency must submit its initial indirect cost proposal immediately after the organization is advised that a Federal award will be made and, in no event, later than three months after the effective date of the Federal award. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency for indirect costs within six months after the close of each fiscal year. Negotiation of final indirect cost rates will begin soon after receipt of the recipient's proposal.

- d. Allowability of costs and acceptability of cost allocation methods will be determined in accordance with the applicable cost principles. The applicable cost principles can be found in the Standard Provision, “Allowable Cost.”
- e. The results of each negotiation will be set forth in a Negotiated Indirect Cost Rate Agreement (NICRA) signed by both parties, and is automatically incorporated into this award. This award must specify (1) the agreed upon provisional and final indirect cost rate(s), (2) the bases to which the rates apply, and (3) the fiscal year for which the rates

apply. The NICRA will not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

- f. Pending establishment of final indirect cost rates for any fiscal year, the recipient will be reimbursed either at negotiated provisional rates or at billing rates acceptable to the AO, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional rate may be adjusted by the cognizant agency for indirect costs during the institution's fiscal year.
- g. If a dispute arises in a negotiation of an indirect cost rate between the cognizant agency for indirect costs and the nonprofit organization, the dispute must be resolved in accordance with the appeals procedures of the cognizant agency for indirect costs.

RAA.4. 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.

RAA.5. INDIRECT COSTS – DE MINIMIS RATE (NOVEMBER 2020)

- a. The recipient will be paid a de minimis rate of ten percent of its modified total direct costs (MTDC) 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. The actual rate will be established in the award budget.
- b. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the prior written approval of the Agreement Officer.
- c. The recipient must consistently charge its costs as either indirect or direct costs but must not double charge or inconsistently charge the same cost or categories of costs as both.
- d. If chosen, once elected, this rate and methodology must be used consistently for all Federal awards until the recipient has an approved Negotiated Indirect Cost Rate.

RAA.6. UNIVERSAL ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT (SAM) (DECEMBER 2022)

- a. **Requirement for System for Award Management (SAM).** Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain current information in the SAM. This includes information on the recipient's immediate and highest-level owner and subsidiaries, as well as on all of its predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the recipient submits the final financial report required under this Federal award or receive the final payment, whichever is later. The recipient must review and update the information at least annually after the initial registration, and more frequently, if required by changes in its information or another Federal award term.
- b. **Requirement for Unique Entity Identifier.** If authorized to make subawards under this Federal award, the recipient:
 - (1) Must notify potential subrecipients that no entity (see definition in paragraph c. of this award term) may receive a subaward under this award until the entity has provided its Unique Entity Identifier.

- (2) May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier. Subrecipients are not required to obtain an active SAM registration but must obtain a Unique Entity Identifier.

c. **Definitions.** For purposes of this term:

- (1) *System for Award Management (SAM)* means the Federal repository into which a recipient 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 <https://www.sam.gov>).
- (2) *Unique Entity Identifier (UEI)* means the identifier assigned by SAM to uniquely identify business entities.
- (3) *Entity* includes non-Federal entities as defined in 2 CFR 200.1 and also includes all of the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
- (4) *Subaward* has the meaning given in 2 CFR 200.1.
- (5) *Subrecipient* has the meaning given in 2 CFR 200.1.

d. **Exceptions for Subawards.** The requirements of this provision to obtain a UEI and maintain a current registration in the SAM do not apply at the subaward level to:

- (1) Awards to individuals.
- (2) Awards less than \$25,000 to foreign organizations to be performed outside the United States when the AO makes a determination on a case-by-case basis using a risk-based approach that registration is impracticable.
- (3) Awards where the USAID Assistant Administrator or Mission Director determines, in writing, that the Agency must protect entity information from disclosure due to national security or foreign policy interests of the United States or that these requirements would cause personal safety concerns.

e. This provision does not need to be included in subawards.

RAA.7. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (DECEMBER 2022)

a. Reporting of First-Tier Subawards.

- (1) Applicability. Unless exempt as provided in paragraph d. of this award term, the recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
- (2) Where and when to report.
 - (i) The non-Federal entity or Federal agency must report each obligating action described in paragraph a.(1) of this award term to www.fsr.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. The recipient must report the information about each obligating action that the submission instructions posted at www.fsr.gov specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

- (1) Applicability and what to report. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if –
 - (i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - (ii) In the preceding fiscal year, the recipient 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, as defined at 2 CFR 170.320 (and subawards); and

- (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)
- (2) Where and when to report. The recipient must report executive total compensation described in paragraph b.(1) of this award term:
 - (i) As part of its registration profile at www.sam.gov/.
 - (ii) By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

- (1) Applicability and what to report. Unless the recipient is exempt, as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, it must report the names and total compensation of each of the subrecipient's five most highly compensated executives for subrecipient's preceding completed fiscal year, if –
 - (i) In the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

- (2) Where and when to report. The recipient 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 the recipient makes 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), the recipient must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If in the previous tax year the recipient had gross income, from all sources, under \$300,000, it is 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) *Federal Agency* means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
- (2) *Non-Federal 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; and
 - (iv) A domestic or foreign for-profit organization.
- (3) *Executive* means officers, managing partners, or any other employees in management positions.
- (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 the recipient received this award and awarded to an eligible subrecipient.
 - (ii) The term does not include the procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - (iii) A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.
- (5) *Subrecipient* means a non-Federal entity or Federal agency that:
- (i) Receives a subaward from the recipient under this award; and
 - (ii) Is accountable to the recipient for the use of the Federal funds provided by the subaward.
- (6) *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.

RAA.8. 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 “Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals.”

 - (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.

RAA.9. 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 Agreement Officer. 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.

RAA.10. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022)

a. Definitions. As used in this provision--

Foreign government includes any foreign governmental entity.

Foreign taxes include value-added taxes and customs duties but not individual income taxes assessed to local staff.

Local Staff means Cooperating Country National employees.

b. Annual Report

- (1) The recipient must submit a report detailing foreign taxes assessed under this award the prior U.S. Government fiscal year. The report must be submitted annually by April 16.
- (2) A report is required even if the recipient did not pay any foreign taxes during the reporting period. A cumulative report may be provided if the recipient is performing more than one award in the foreign country.

c. Contents of report. The report must contain:

- (1) Recipient name.
- (2) Contact name with phone number and email address.

- (3) Award number(s).
 - (4) Amount of foreign taxes assessed by each foreign government (listed separately) under this award during the prior U.S. Government fiscal year.
 - (i) Taxes assessed on any individual transaction of less than \$500 should not be reported.
 - (ii) The recipient must report only foreign taxes assessed by a foreign government receiving U.S. assistance under this award. The recipient must not report on foreign taxes assessed by a third-party foreign government.
 - (5) Any reimbursements of foreign taxes received by the recipient on the taxes in paragraph (c)(4) of this provision received through the date of the report.
- d. *Submission of report.* The recipient must submit the report to: [*Agreement Officer must insert address and point of contact at the Embassy or Mission in the country in which the award will be performed, or CFO/CMP for USAID/W-issued awards, as appropriate*], with a copy to the Agreement Officer's Representative.
- e. *Subawards and contracts.* The recipient must include this reporting requirement in all subawards and contracts issued under this award. The recipient must collect and incorporate into the recipient's report all information received from subawardees and contractors pursuant to this provision.

RAA.11. PROGRAM INCOME (AUGUST 2020)

- a. Program income is gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. 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, or interest earned on any of them.
- b. Program income must be used for the purposes, and under the conditions of, the award, to further project objectives, program objectives, or award activities. Program income must be used only for allowable program costs. Interest earned on program income is subject to the same conditions as program income.

c. The recipient must apply the approach for use of program income as specified in the schedule of the award. This may include one of the three approaches listed below (see also [2 CFR 200.307](#)). The recipient must also follow the standards in this provision to account for gross income earned from Federally-supported activities under this award.

- 1) If the deduction approach is used, the recipient must use the program income for current costs, prior to drawdown of USAID funds under the award.
- 2) If the addition approach is used, the total award amount is increased by the amount of program income. If the award anticipates a specific program income amount, any program income in excess of such amount must be deducted from expenditures.
- 3) If the cost sharing approach is used, the amount of the award remains the same. If the award anticipates a specific program income amount, any program income in excess of such amount must be deducted from expenditures.

d. Costs subject 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."

e. The recipient must report program income using the [Federal Financial Report, SF-425](#). Program income must be accounted for in the same ratio as USAID's participation in the program. For example, if USAID funded 75 percent of a recipient's program, then the recipient must report 75 percent of any program income earned under the award as "Federal program income earned" on the SF-425.

f. The recipient should continue to use program income earned after the period of the award to further award objectives, but is not subject to Federal requirements governing the disposition of program income earned after the end of the period of performance for the award.

**RAA.12. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES
(JUNE 2012)**

- a. U.S. Government funds under this award must not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a multilateral organization, as defined below, unless approved by the Agreement Officer in writing.
- b. Definitions:

- (1) A foreign government delegation is appointed by the national government (including ministries and agencies but excluding local, state and provincial entities) to act on behalf of the appointing authority at the international conference. A conference participant is a delegate for the purposes of this provision, only when there is an appointment or designation that the individual is authorized to officially represent the government or agency. A delegate may be a private citizen.
- (2) An international conference is a meeting where there is an agenda, an organizational structure, and delegations from countries other than the conference location, in which country delegations participate through discussion, votes, etc.
- (3) A multilateral organization is an organization established by international agreement and whose governing body is composed principally of foreign governments or other multilateral organizations.

RAA.13. LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (JULY 2014)

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

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

- (1) Is legally organized under the laws of;
- (2) Has as its principal place of business or operations in;

and

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

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

(c) For purposes of this provision, “majority owned” and “managed by” include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised

or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means.

**RAA.14. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT
PROCUREMENTS (DECEMBER 2022)**

All contracts made by the recipient under this award for services to be performed overseas must contain the following provision, as applicable.

WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)

(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 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 (see AIDAR 728.305-70(a) for more information on DBA waivers). The Department of Labor has granted partial blanket waivers of DBA coverage applicable to USAID-financed contracts performed in countries listed in the [DEFENSE BASE ACT \(DBA\) WAIVER LIST](#).

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

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

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

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

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

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

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

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

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

RAA.15. NEVER CONTRACT WITH THE ENEMY (NOVEMBER 2020)

1. Prohibition on Providing Funds to the Enemy

(a) The recipient must—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;

(2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

(b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

(c) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

2. Additional Access to Recipient Records

(a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

(b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

[END OF ANNEX I – SOLICITATION PROVISIONS]

ANNEX II: DEFINITIONS

Leverage:

Leverage includes resources a nontraditional USAID partner brings to a public-private partnership; i.e., the portion not being borne by USAID. These nontraditional resource partners typically are NOT receiving USAID funds. Leverage can come in a variety of forms—anything of value that is measurable, including financial contributions, third-party contributions, donated services or property, or intellectual property. It CANNOT be audited.

Cost share:

Cost share or "matching" refers to the resources a recipient contributes to the total cost of an agreement. It becomes a condition of an award when it is part of the approved award budget. It is verifiable from the recipient's records, i.e., it CAN be audited.

Local Entity:

Is an individual, a corporation, a nonprofit organization, or another body of persons that—
(1) is legally organized under the laws of;
(2) has as its principal place of business or operations in; and
(3) is (A) majority owned by individuals who are citizens or lawful permanent residents of; and
(B) managed by a governing body the majority of who are citizens or lawful permanent residents of a country receiving assistance.

For purposes of this definition, "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.

What makes an entity "local" is its independence. For example an organization that requires approval from a board of directors based in their headquarters in a country other than Peru is not local.

Problem Statement:

One clear sentence (and not a run on sentence!) about the core problem to be addressed. The reason to limit the Problem Statement to one sentence is to: 1) keep the activity focused on the precise problem, and 2) provide a clear path to adaptively manage the award. If the problem cannot be distilled into one sentence, then it is likely that more than one intervention or mechanism is required to solve it. The problem must be narrowly defined in a way that demonstrates that USAID can have a development impact. When the problem is too general, USAID's intervention may be too diluted to contribute to change.

The Problem Statement is not the section to explain the problem or justify why it should be addressed; that can go in the Context section. The proposed solution also should not appear in the Problem Statement section; it can be considered in the Theory of Change section (see below), although ideally this document sets forth our intended results not the expected approach, which is the work of our offerors/co-creators.

Theory of Change:

This statement (1-2 paragraphs) describes how the development problem is affected by USAID and how USAID intends to influence this change. If USAID does X, then Y will happen. Think of every “if” statement as a precondition that must be met and every “then” statement as an intervention to solve a single problem. Limit using multiple “if-then” statements, which expands the complexity of the change theory and creates preconditions that may not be practical in one intervention.

This section should also describe critical assumptions regarding the external conditions, behaviors, or critical events necessary to achieve results, as well as the risks in the activity context that could have negative consequences on the achievement of outcomes.

Include a graphic or visual depiction of your logical model, or how the result is expected to be achieved from a particular intervention.

Magnitude of change:

What can USAID reasonably expect to gain with the budget planned for this award? What outputs/outcomes represent the value of the investment? Define reasonable results that could likely be expected once the activity is completed; don’t overestimate or underestimate expected results.

[END OF ANNEX II – DEFINITIONS]

ANNEX III: REFERENCES TO SECTION A - DOPO

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2. Sociedad Nacional de Industrias (julio, 2022). Perú Regiones al 2031.
3. World Bank, Reporte No. 112433-PE (marzo, 2017). Perú: Hacia la creación de un sistema de descentralización fiscal más eficiente y equitativo.
4. La Contraloría General de la República (2022). Incidencia de la Corrupción e Inconducta Funcional 2021. <https://cdn.www.gob.pe/uploads/document/file/3908436/Incidencia%20de%20la%20corrupci%C3%B3n%20e%20inconducta%20funcional%2C%202021.pdf.pdf?v=1670282088>
5. Geo Bosques (2023). Bosque y Pérdida de Bosques. <https://geobosques.minam.gob.pe/geobosque/view/perdida.php>
6. Martin, M. (2012). Environmental crime and corruption. U4 Anti-corruption Resource Centre. <https://www.u4.no/publications/environmental-crime-and-corruption>
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9. USAID Learning Lab (2011). Human and Institutional Capacity Development Handbook. <https://usaidlearninglab.org/sites/default/files/resource/files/HICD%20Handbook%20011%20-%2008.pdf>
10. USAID (July, 2022). The Collaboration, Learning and Adapting (CLA) Framework. <https://www.usaid.gov/evaluation/collaborating-learning-and-adapting-cla-framework>
11. USAID (2020). EPPR Co-Creation Field Guide. https://pages.usaid.gov/system/files/eppr_co-creation_field_guide-oct-30-2020.pdf
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13. USAID (2021). Private Sector Engagement Policy. https://www.usaid.gov/sites/default/files/2022-05/usaid_psepolicy_final.pdf

14. USAID (2023). Gender Equality and Women's Empowerment Policy. <https://www.usaid.gov/document/2023-gender-equality-and-womens-empowerment-policy>
15. USAID. Inclusive Development. <https://www.usaid.gov/inclusivedevelopment>
16. USAID (marzo, 2020). Política para Promover los Derechos de los Pueblos Indígenas. <https://www.usaid.gov/sites/default/files/2023-01/USAID-Indigenous-Peoples-Policy-FINAL-ES.pdf>
17. USAID (April 2020) USAID Climate Strategy 2022-2030. <https://www.usaid.gov/sites/default/files/2022-11/USAID-Climate-Strategy-2022-2030.pdf>
18. USAID (October 2017). Final Report of the External Evaluation of the USAID/Peru Pro-Decentralization (PRODES) Program. https://pdf.usaid.gov/pdf_docs/PA00X1M6.pdf
19. USAID (May 2022). FID Mid-Term Performance Evaluation of DEVIDA Institutional Strengthening Intervention (2018-2023). https://pdf.usaid.gov/pdf_docs/PA00ZNB8.pdf
20. Ministerio de Economía y Finanzas (abril 2023). Lineamientos generales para la formulación y evaluación de Programas de Inversión. https://www.mef.gob.pe/contenidos/inv_publica/docs/Metodologias_Generales_PI/Lineamientos_generales_PROG.pdf
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[END OF ANNEX III – REFERENCES TO SECTION A - DOPO]

ANNEX IV: ABBREVIATIONS AND ACRONYMS

ADS	Automated Directives System
AMELP	Activity Monitoring, Evaluation and Learning Plan
AO	Agreement Officer
AOR	Agreement Officer Representative
BEO	Bureau Environmental Officer
CFO	Chief Financial Officer
CFR	Code of Federal Regulations
CLA	Collaborating, Learning and Adapting
DBA	Defense Base Act
DDL	Development Data Library
DEC	Development Experience Clearinghouse
DEIA	Diversity, Equity, Inclusion and Accessibility
DHS	Department of Homeland Security
DIS	Development Information Solution
DOPO	Declaration of Programmatic Objectives
DQA	Data Quality Assessments
EA	Environmental Assessment
EMMP	Environmental Mitigation and Monitoring Plan
ENAH0	Encuesta Nacional de Hogares
EU	European Union
EV	Exchange Visitor
F&A	Facilities & Administrative
FAR	Federal Acquisition Regulations
FID	Proyecto de Fortalecimiento Institucional de DEVIDA
FY	Fiscal year
GDA	Global Development Alliance
GLAAS	Global Acquisition and Assistance System
GOP	Government of Peru
GSA	General Service Administration
HICD	Human and Institutional Capacity Development
IEE	Initial Environmental Examination
INEI	Instituto Nacional de Estadística e Informática
IPN	Implementing Partner Notices
M&M	Mitigation and Monitoring
MEF	Ministry of Economy and Finances
MTDC	Modified Total Direct Costs
NDAA	National Defense Authorization Act
NICRA	Negotiated Indirect Cost Rate Agreement
NOFO	Notice of Funding Opportunity
OECD	Organization for Economic Cooperation and Development
OIG	Office of the Inspector General del Gobierno de los Estados Unidos
PCM	Presidency of the Council of Ministers

PEA	Political Economy Analysis
PRO-IP	Promotion of the Rights of Indigenous Peoples
RAA	Required as Applicable
RCE	Request for Categorical Exclusion
RFMO	Regional Financial Management Office
ROAA	Regional Office of Acquisition and Assistance
SAM	System for Award Management
SEVIS	Student and Exchange Visitor Information System
TEAMS	Training and Exchanges Automated Management System
TPI	Transparent Public Investment
OFAC	Office of Foreign Assets Control
OMB	Office of Management and Budget
UEI	Unique Entity Identifier
UNDP	United Nations Development Programme
UN	United Nations
USAID	United States Agency for International Development
USCENTCOM	United States Central Command
USG	United States Government

[END OF ANNEX IV – ACRONYMS]

ANNEX V: SAMPLE BUDGET NARRATIVE (attached)

Sample Budget Narrative for use by Prime NGO and Sub-Grantee



sample_budget_nar
rative (3).doc

[Name of Prime NGO or Sub-Grantee]

[Name of Country/Program]

DETAILED BUDGET for (X) Month and Year (mm/dd/yyyy – mm/dd/yyyy)

Important Notes:

- *Applicants are strongly encouraged to use this budget narrative sample when applicable.*
- *The budget narrative shall provide a justification on the basis of each proposed cost in the budget and how it is calculated.*
- *The basis of your estimate can be based on the local market, quotations received from vendors, historical records, ongoing activities, NGO's (or sub-grantee) policies and procedures, etc. These must be explicitly stated in the budget narratives for a new application or if additional funds requested (via a cost extension/modification).*
- *If your organization utilizes the "Pooled Costs" budget approach, you'll be required to submit the detailed information, including the methodology, policies and procedures, in advance of the application submission. Please find additional guidance on:*

http://transition.usaid.gov/our_work/humanitarian_assistance/disaster_assistance/resources/

- *Otherwise, all proposed costs shall be allocated and budgeted as days/hours (for labor) and amounts (for other direct costs [ODC]).*

Sample Narrative:

1. Salaries (Total \$X)

In order to achieve the program's goals and objectives, it is anticipated that the following staffing will be needed:

(a) Expatriate Field Salaries (SX)

- Full-time Program Manager whose time is estimated to be evenly divided between Objective #1 (Health) and Objective #2 (WASH), at \$ X per month for total X days/months. This rate represents his/her current salary, which is consistent with the NGO personnel policies and the rate set for this position.
- Full-time Medical Officer whose time will be fully devoted to Objective #1 (Health), at \$ X per month for total X days/months. This rate represents his/her current salary, which is consistent with the NGO personnel policies and the rate set for this position.
- Full-time WASH Officer whose time will be fully devoted to Objective #2 (WASH). [Name of Prime (or sub) NGO] also operates a Country Office in [Name of Country], located in [Capital City], which will support the project. Specifically, it is estimated that the following individuals from the Country Office will expend the following time in support of the project:
 - Part-time Country Director who will devote the number of X days/months, at \$X p/day, for total \$X, which will be evenly divided between both objectives.
 - Part-time Country Financial Officer who will devote full 5 days per month for this project at \$X p/day, for total \$X, which will be evenly divided between both objectives.

All salaries are in accordance with [Name of Prime NGO (or sub)] regular practices and policies, which are consistently applied to all donors/programs. All salaries are based on current earnings, salary history, etc.

(b) Local Staff (\$X)

The following local staffing is anticipated:

- 1 full-time Deputy Program Manager whose time is estimated to be evenly divided between both objectives, at \$ X per month for total X months. This rate represents his/her current salary, which is consistent with the NGO (or sub-grantee) personnel policies and the rate set for this position.
- 5 full-time nurses whose time is fully devoted to Objective #1 (Health), at \$X per month for total X months. This rate represents his/her current salary, which is consistent with the NGO (or sub-grantee) personnel policies and the rate set for this position.
- 4 full-time WASH Engineers whose time is fully devoted to Objective #2 (WASH), at \$ X per month for total X months. This rate represents his/her current salary, which is consistent with the NGO (or sub-grantee) personnel policies and the rate set for this position.
- One part-time logistics specialist who will devote 10 days p/month at \$X p/day for total \$X. His time is estimated to be evenly divided between both objectives. This rate represents his current salary, which is consistent with the NGO (or sub-grantee) personnel policies and the rate set for this position.

- X number of part-time staff from the Ministry of Health (Objective #1 – Health) and X number of part-time staff from the Ministry of Environment (Objective #2 – WASH), at \$X per day for total X days per month each, for total \$X. These host government employees will be seconded to by the respective Ministries and paid by the project. Under USAID Policy, these are not considered salary supplements because they do not augment these host government employees' base salary or premiums, overtime, extra payments, or incentive payments, for which they would qualify under host government rules or practice for performance of their regular duties or for work performed under regular hours. Compensation to these host government employees, if any, will be in accordance with each Ministry's normal policies and practices; hence, no augmentation of compensation or salary supplementation. These Ministry staff will provide their services during regular hours, but their work is not part of their regular duties at each Ministry.

(Clearly identify seconded staff in the budget and provide information on salary supplementation, if any, in the budget narrative. In other words, if host government staff will work on the project and the budget notes should reflect this fact. The budget notes should also indicate if the Recipient is payment salary of the government staff and if the payment will be over and above the government employee's normal salary)

Above salary rates are consistent with local norms, prevailing market rates paid under similar projects and positions (or based on current salary rates or salary history).

(c) Headquarters Staff (\$X)

The following headquarters staff will support the project in the estimated amounts set forth below:

- One Project Coordinator whose time is estimated to be for total 2 months (1 month for each objective). One month (0.50 months for each objective) will be expended in headquarters, and 1 month (0.50 months for each objective) will be spent in the field. The Project Coordinator will coordinate between headquarters and the field. \$X per day/month, for total \$X.
- One Protection Specialist or Security Specialist whose time is estimated to be 1 month – all expended in the field (0.50 months for each objective). The specialist will assist in the development of a plan for protecting the program beneficiaries or a detailed security plan (given the insecure environment). \$X per day/month, for total \$X.
- One Monitoring and Evaluation (M&E) Specialist whose time is estimated to be 0.50 months (0.25 months for each objective), all expended in the field. The M&E Specialist is responsible for assisting in the development of the Performance Monitoring Plan, and, to the extent required, the collection of baseline performance data. \$X per day/month/year, for total \$X.

All salaries are in accordance with [Name of Prime (or sub)] NGO's regular practices and

policies which are consistently applied to all donors/programs. All salaries are based on current earnings, salary history, etc.

Direct expatriate salaries exclude paid absence time, the costs of which are recovered under "Fringe Benefits," below, etc.

(d) The following supplemental (non-employee) local labor will also be required:

- 2 Doctors for 3 months each, all in the field, whose time will be dedicated to Objective #1 (Health). These are volunteers who will not be compensated, but the value of their time (\$X/month) will be considered an in-kind contribution in accordance with the relevant regulations governing cost-sharing.
- 1 Hydrologist for 2 months, at \$X per month, all in the field, whose time will be dedicated to Objective #2 (WASH).
- 200 Laborers under a Cash-for-Work (CFW) program for Objective #2 (WASH), at the rate of \$10/day, for 30 days each, for total \$X. The laborers will prepare the sites and construct/rehabilitate/renovate boreholes and latrines.

2. Fringe Benefits (Total \$X)

(Provide detailed breakdown of percentage and/or amounts for fringe benefits and allowances and the cost elements included)

(a) Expatriate Staff (\$X)

Fringe Benefits equivalent to X% of Expatriate (Field and Headquarters) salaries are based on the following:

Benefit (X%) of Salary

For example: Social Security (Employer Contribution) 7.65 Workers' Compensation, 3.35 Health Insurance, 10.00 Life Insurance, 1.00 Retirement, 3.00 Paid Absence, etc. Total X% * \$X = \$X

The paid absence factor is based on vacation and sick leave of 26 days/year, in accordance with [Name of Prime NGO or sub-grantee]'s policies and practices, which are consistently applied to all programs/donors. It is calculated by dividing 26 paid absence days by a standard 260-day work-year.

(b) Local Staff (\$X)

Fringe benefits for Local Staff equivalent to X% of salaries are required by local labor laws and customs as follows:

For example: X% Social Security (Employer Contribution), X% Health Insurance, X% Life Insurance, X% Retirement, X% Paid Absence, etc. Total X% * \$X = \$X

3. Travel and Transport (Total \$X)

(a) International Air Travel (\$X)

The following international air travel is “identified” (as defined in the standard provision entitled “International Air Travel and Transportation”) as being necessary and needed in support of the project implementation:

<u>Objective</u>	<u>No. of Trips</u>	<u>Travelers</u>	<u>Trip Destination</u>	<u>Position and Purpose</u>
Health field visit	2	2	DC/Juba/DC	HQ Project Coordinator-
Ag assignments	3	3	Kenya/Juba/Kenya	X Consultants for X

M&E Specialist: Estimated at \$X per r-trip air ticket. Estimated purposed amount is based on quote received from our X travel agent.

Total \$X for Objective X and total \$X for Objective X.

(b) International Per Diem (Days) (\$X)

(If meals are provided, the proposed per diem rate should be adjusted accordingly and be clearly specified in this budget narrative)

In conjunction with each international round-trip, it is estimated that X days of per-diem will be required for: X number of expatriates, HQ, consultants, etc., for total X days per X trips.

Applying this to the international round-trips identified above yields the following number of per diem days: An average per diem rate of \$X per day has been used for estimating and budgeting purposes based on previously used rates or paid under similar projects (or current per diem rate for Juba). \$X * X days = \$X.

Total \$X for Objective X and total \$X for Objective X.

(c) Regional Travel (\$X)

Since regional air travel is international air travel, the following regional air travel is “identified” (as described in the standard provision entitled “International Air Travel and Transportation”):

An average RT airfare of \$X has been used for estimating and budgeting purposes based on quoted airfares. Estimated number of trips is X for X number of consultants/employees * \$X = \$X.

(d) Regional Per Diem (Days) (\$X)

In conjunction with each regional round-trip, it is estimated that there will be 3 days of consultations with [Name of Prime NGO]'s regional office in [name of location]. Applying this to the regional round-trips identified above yields the following number of per diem days:

Obj #1 (Health): Program Manager 4 x 1.50 days = 6.00 days. Medical Officer 4 x 3.00 days = 12 days. Total 18 days X \$X per day = \$X.

Obj #2 (WASH): Program Manager 4 x 1.50 days = 6.00 days. Country Director 4 x 2.50 days = 10 days. Total 16 days X \$X = \$X. An average per diem rate of \$50 has been used for estimating and budgeting purposes based on rates paid under previous similar projects, established policy, etc., which is consistently applied to all projects/donors.

(e) Transport of Goods (\$X)

It is anticipated that 30 days of truck rental will be required for each objective to transport people and program supplies. An average rate of \$X/day has been used for estimating and budgeting purposes based on past experience or ongoing similar projects.

Obj #1 (Health) \$X . Obj #2 (WASH) \$X. Total Truck Rental (60 Days) = \$X

Truck Fuel (Liters): (30 days x 100 km/day = 3000km ÷ 6 km/liter) = X. An average rate of 60¢ p/liter has been used for estimating and budgeting purposes based on current gasoline price.

4. Overseas Allowances (Total \$X)

(a) Housing (\$X)

Housing costs of \$X per month are budgeted for X long-term expatriate personnel overseas. This amount is based on existing leased properties.

(b) Danger Pay (\$X)

Danger pay is budgeted at 15% of expatriate field salaries, and is in accordance with [Name of Prime NGO or sub-grantee] established organizational policy, which is consistently applied to all donors/programs.

Danger pay applied to the value of the two doctors' donated services is classified as cost-sharing.

5. Program Supplies (Total \$X)

(a) Pharmaceuticals (Objective #1 – Health) (\$X)

See separate pharmaceutical list elsewhere in the proposal. ABC Pharmaceuticals, Inc., will donate an additional \$50,000 of medicines as an in-kind contribution.

(b) Medical Supplies (Objective #1 – Health) (\$X): Based on previous expenditures incurred under similar project, the recurring costs of expendable medical supplies are estimated at \$500 per month, as follows:

Bandages: 20 boxes @ \$5/box = \$100 Gloves: 20 Boxes @ \$10/box = 200 Syringes: 10 Boxes @ \$10/box = 100 Antiseptics: 10 Liters @ \$10/liter = 100 Total \$500

(c) Medical Equipment (Objective #1 – Health) (\$X): Based on prior experience, the recurring costs of expendable medical equipment are estimated at \$300 per month, as follows:

X-Ray Film: 10 boxes @ \$15 = \$150 Sutures/Forceps, Etc.: 6 boxes @ 25 = 150 Total \$300

(d) Construction Materials (Objective #2 – WASH) (\$X): Based on prior experience, the costs of site preparation and construction/rehabilitation/ renovation of latrines and boreholes are estimated as follows:

Stone/Sand: 20 latrines @ \$1,000 = \$20,000. 4 boreholes @ \$1,250 = 3,000. Lumber: 20 latrines @ 500 = 10,000. 4 boreholes @ \$500 = 2,000 Cement: 20 latrines @ \$500 = 10,000. 4 boreholes @ \$500 = 2,000 Plumbing: 4 boreholes @ \$1,000 = 3,000Total \$50,000

(e) Water Purification Supplies (Objective #2 – WASH) (\$X): Based on prior experience, the recurring costs of expendable water purification supplies are estimated at \$200 per month, as follows:

Filters: 4 boreholes x 12 mo x 1 box filters/mo x \$2/box = \$ 96 Chemicals: 4 boreholes x 1 liter x12 mo x \$26// = 104 Total \$200

6. Other Direct Costs (ODCs) (Total \$X)

Based on actual expenditures incurred under similar projects in this region, quotes received, historical records, etc., and the goals and objectives of the program, it is anticipated that the following ODCs (not otherwise recovered under the NGO's approved NICRA) will be needed, allocated equally to each objective:

(a) Office Rent (12 months @ \$1,000 p/month) = \$12,000

(b) Office Supplies (12 months @ \$200p/m) = \$2,400

(c) Office Utilities (12 month @ \$300p/m) = \$3,600

(d) Communications (12 month @ \$500p/m) = \$6,000

(e) Warehouse Rent (12 month @ \$200p/m) = \$2,400

(f) Security (12 month @ \$250p/m) = \$3,000

(g) Vehicles Fuel (3 x 1,500 km/month x 12 months) = 54,000 km ÷ 10 km/liter = 5,400l x 60¢/l) = \$3,240. 1 Vehicle purchased with private funds and owned by [Name of Prime NGO] will be dedicated to Objective #1 (Health). All costs associated with this vehicle are provided as an in-kind cost-sharing contribution. This vehicle will be dedicated to Objective #1 (Health). One each of the other two vehicles (see paragraph 12 below) will be dedicated to each objective.

(h) Vehicle Depreciation = 10,000 Depreciation costs for the cost-shared vehicle under Objective #1 (Health) will be charged as a cost-sharing contribution in accordance with OMB Circular A-122, pursuant to which, the annual amount of depreciation that may be charged is calculated by dividing the purchase price by the estimated useful life. The vehicle was purchased by [Name of Prime NGO] one year ago at a price of \$30,000, and the estimated useful life of vehicles under [Name of Prime NGO] established accounting practices is 3 years. Thus, depreciation is calculated as follows:

(i) Vehicle Maintenance & Spares 3 x 200p/m x 12 months = 7,200 Maintenance and spares for 1 Vehicle will be cost-shared under Objective #1 (Health)

(j) Vehicle Insurance 3 x 300p/m x 12 months = 10,800 Insurance for 1 Vehicle will be cost-shared under Objective #1 (Health)

7. Training (\$X)

It is anticipated that the following local personnel will need training, as follows:

5 Nurses – Community Therapeutic Care (CTC) Training of Trainers (Objective #1 – Health). Training is estimated at \$X based on prior similar trainings, actual costs paid under similar projects, quotes received, etc.

Total – Personnel Training \$X

8. USAID Branding and Marking Costs (\$X)

- There are 2 project sites, each with 1 gate. A sign will be erected at each gate to acknowledge USAID's assistance. Each sign is expected to cost \$100 based on previous experience. These costs will be evenly allocated between both objectives.
- There will be 2 USAID-funded project vehicles (1 for each objective). A large label will be affixed to each vehicle. Each large label is anticipated to cost \$50 based on supplier quotes.
- There will be one project office, to which a sign will be affixed. The sign is expected to cost \$100 based on previous experience, and the costs will be evenly allocated

between both objectives.

- There are anticipated to be 20 pieces of office equipment, to each of which a small label will be affixed. Each label is expected to cost 50¢ based on supplier quotes. The costs will be allocated equally between both objectives.
- There will be 1 warehouse, in front of which a sign will be erected. The sign is expected to cost \$100 based on previous experience, and the cost will be allocated equally between both objectives.
- There are expected to be 100 boxes of pharmaceuticals (USAID-funded only), to which a small label will be affixed. Each label is expected to cost 50¢ based on supplier quotes, and the costs will be allocated to Objective #1 (Health).
- There are expected to be 60 boxes of medical supplies, to which a small label will be affixed. Each label is expected to cost 50¢ based on supplier quotes, and the costs will be allocated to Objective #1 (Health).
- There are expected to be 16 boxes of medical equipment, to which a small label will be affixed. Each label is expected to cost 50¢ based on supplier quotes, and the costs will be allocated to Objective #1 (Health).
- A Presumptive Exception has been requested for marking each individual latrine because USAID marking requirements would offend local cultural or social norms and be considered inappropriate. However, 1 sign will be erected at the site of the latrines, at an estimated cost of \$100 based on previous experience. The costs will be allocated to Objective #2 (WASH).
- There are expected to be 96 containers of water purification chemicals, to which a small label will be affixed. Each label is expected to cost 50¢ based on supplier quotes, and the costs will be allocated to Objective #2 (WASH).
- 1 sign will be erected at the borehole site at an estimated cost of \$100 based on previous experience. The costs will be allocated to Objective #2 (WASH).

Total Branding cost is \$X.

9. Contractual/Sub-Awards (\$X)

- There will be one subcontract with a local firm to drill 4 boreholes at a fixed price estimated to be \$10,000/borehole based on obtained quote(s), prior actual amount paid, experience, etc. The subcontract will be awarded competitively. The costs will be allocated to Objective #2 (WASH). The detailed costs are detailed in Annex X, as follows, or on another cost

sheet, etc.

- There will be a sub-grant amendment with [Local NGO Sub-Partner Name], [Name of Prime NGO] incumbent partner, to provide training to the project beneficiaries. See attached detailed sub-grantee budget and budget narrative. The costs are equal for each objective.
- A pool of funds in the amount of \$10,000 is proposed to be allocated to support small community projects under Objective #1 (Health). Small sub-grants (estimated to be 20 small sub-grants @ \$500) will be awarded to local community groups to support health improvement. The community groups will be selected competitively after award, making it impossible to provide any budgetary detail at this time. As required by the terms of the award, OFDA's concurrence with these small sub-grants will be obtained.

10. Indirect Costs (\$X)

In accordance with [Name of Prime NGO or sub-grantee]'s current approved NICRA dated X, 200X, indirect costs are budgeted at X.00% of Total Direct Costs excluding equipment and that portion of subcontracts/subgrants in excess of \$25,000 each. Total indirect costs: $X\% * \$X$ (ODCs – subs) = \$X.

If no approved NICRA, and the applicant proposes indirect costs rate, the applicant must demonstrate the rationale for proposing such rate. i.e., CPA recommended as the attached audit financial statement, rate used under similar Federal awards, etc. Else, the applicant shall consider applying all costs as direct.

11. Equipment (\$X)

(Provide itemized costs, specifications, quantity, unit, unit cost, and basis for cost estimate (actual cost or price quotation))

OFDA is requested to fund the purchase of 2 vehicles at an estimated unit cost of \$30,000. For the reasons described in the "Restricted Goods" section of the proposal, it is anticipated that non-US vehicles may be required. Competition will be used in purchasing the vehicles.

12. OMB Circular A-133 Audits (\$X)

(In the event that costs to conduct the A-133 (Single Audit) or the Recipient Contracted Audit (RCA) are not included in the NGO's approved NICRA (if only audited financial statements costs are covered by the NICRA, please indicate this fact), AND if the NGO anticipates expended at least \$300,000 in NGO's fiscal year (for Non-US NGOs) or \$500,000 in NGO's fiscal year (for US NGOs), a specific line item should show the anticipated costs of performing these required audits based on prior year's actuals or good faith estimates for NGO's having these audits performed for the first time). For example:

A-133 audit cost is not recovered indirectly by (name of prime NGO)'s approved NICRA. Accordingly, \$X is budgeted to cover the cost for A-133 (or RCA) annual audit based on prior year's actual amount paid (or estimates obtained from CPA firms.)

13. Pipeline Analysis (if cost extension modification) (\$X)

A pipeline analysis has been included. It consists of unexpended USAID funds at the end of the current period, plus a cost-sharing shortfall (which, in accordance with the standard provision entitled “Cost-Sharing [Matching],” serves to reduce future OFDA funding), both of which have been applied to the budget in order to reduce the amount of new OFDA funds required.

14. Program Income (\$X)

[Name of Prime NGO or sub-grantee] expects to charge patient fees (cost recovery) under Objective #1 (Health), which will be treated as additive program income and used for project purposes. The fees will vary by each patient’s ability to pay and, therefore, is impossible to pre-estimate with any precision. The budget includes \$X an estimated based on past experience.

15. Unallowable Host Country Taxes

Under OMB Circular A-122, host country taxes are only allowable if an organization is not exempt from host country taxation. Under the terms of USG/host government agreements, [Name of Prime NGO or sub-grantee] is eligible for exemption. However, the process for actually obtaining an exemption is quite burdensome and is not believed to be worthwhile or cost-effective. Thus, [Prime NGO name or sub-grantee] will absorb these host country taxes. In the budget, they are reflected “below the line” because, under the definition of “cost-sharing,” unallowable costs are not eligible for satisfying cost-sharing requirements.

16. Leverage, if any. Describe how much and how it is used to implement the activity.

[END OF ANNEX V – SAMPLE BUDGET NARRATIVE]

ANNEX VI: EXCEL BUDGET TEMPLATE (attached)



USAID_Budget_Template_Example.pdf



USAID_Budget_Template_Example.xlsx

[END OF ANNEX VI – EXCEL BUDGET TEMPLATE]

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