



Issuance Date: July 29, 2003  
Closing Date: August 29, 2003  
Closing Time: 2:00 p.m. EST

Subject: Request for Applications (RFA) Number M/OP/EGAT/EMD-03-1841  
Volunteers for Economic Growth Activities

The United States Agency for International Development (USAID) is seeking applications for an Assistance Agreement for funding a program for Volunteers for Economic Growth Activities (VEGA). The authority for the RFA is found in the Foreign Assistance Act of 1961, as amended.

The Recipient will be responsible for ensuring achievement of the program objective to collect a knowledge base of best practices in utilizing volunteers for economic growth and then to implement these best practices through select interventions aimed at the development of business development service (BDS) markets. Please refer to the Program Description for a complete statement of goals and expected results.

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

Subject to the availability of funds, USAID intends to issue one award and provide up to approximately \$2.5 million dollars in total USAID funding, to be allocated over a five-year period, in the form of a Leader/Associate Cooperative Agreement. USAID anticipates approximately up to \$300 million dollars for Associate Awards. Competition under this RFA shall cover both the initial Leader Agreement, which will provide program activities as well as all subsequent Associate awards providing field support. In this manner, Missions and other USAID/W offices may fund specific activities of the Recipient that fit within the RFA/Leader Agreement program description through Associate grants without further competition. USAID reserves the right to fund any or none of the applications submitted. However, one award is anticipated. Note: applications for consortiums, partnerships, joint ventures, or other teaming arrangements must include the legal agreement that defines and specifies members' relationships, as well as identifies the lead institution that will be responsible for programmatic work and financial accounting of government funds received.

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

1. Section A - Grant Application Format;
2. Section B - Selection Criteria;
3. Section C - Program Description;
4. Section D - Certifications, Assurances, and Other Statements of Applicant/Grantee;
5. Section E - Annexes

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

If you decide to submit an application, it should be received by the Closing date and time indicated at the top of this cover letter at the place designated below for receipt of applications. Applications and modifications thereof shall be submitted in envelopes with the name and address of the applicant and RFA No. M/OP/EGAT/EMD-03-1841 inscribed thereon, to:

By U.S. Mail

Attn: Ellen R. Wills  
M/OP/EGAT/EMD, Room 7.10-060  
U.S. Agency for International Development  
Ronald Reagan Building/International Trade Center  
1300 Pennsylvania Ave., NW  
Washington, DC 20523-7101

By All Other Means of Delivery

Attn: Ellen R. Wills (202-712-1132)  
U.S. Agency for International Development  
Ronald Reagan Building/International Trade Center  
1300 Pennsylvania Ave., NW (14th Street Entrance)  
Washington, DC 20523-7101

Applicants are requested to submit both technical and cost portions of their applications in one volume. Award will be made to that responsible applicant whose application is rated the highest.

Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of an application. In addition, final award of any resultant grant(s) cannot be made until funds have been fully appropriated, allocated, and committed through internal USAID procedures. While it is anticipated that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for award. Applications are submitted at the risk of the applicant; should circumstances prevent award of a cooperative agreement, all preparation and submission costs are at the applicant's expense.

The preferred method of distribution of USAID procurement information is via the Internet. This RFA and any future amendments can be downloaded from the Agency Web Site. The World Wide Web Address is <http://www.usaid.gov>. Select Business and Procurement from the home page, then "USAID Procurements". On the following screen, select "Download Available USAID Solicitations". Receipt of this RFA through INTERNET must be confirmed by written notification to the contact person noted below. It is the responsibility of the recipient of the application document to ensure that it has been received from INTERNET in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes.

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

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

Any questions concerning this RFA should be submitted in writing to Ellen Wills via facsimile at 202-216-3131 or via email at [ewills@usaid.gov](mailto:ewills@usaid.gov), and Kristin Randall via facsimile at 202-216-3526 or via email at [krrandall@usaid.gov](mailto:krrandall@usaid.gov). If there are problems in downloading the RFA off the INTERNET, please contact the USAID INTERNET Coordinator on (202) 712-4442. Applicants should retain for their records one copy of all enclosures which accompany their application.

Sincerely,

Ellen R. Wills  
Agreement Officer  
M/OP/EGAT/EMD  
Office of Procurement

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ACRONYMS

**BDS:** Business Development Services

**DFI:** Digital Freedom Initiative

**LWA:** Leader with Associate

**MCA:** Millennium Challenge Account

**MEPI:** Middle East Partnership Initiative

**MSME:** Micro, Small and Medium-size Enterprises

**RFA:** Request for Applications

**SME:** Small to Medium-size Enterprises

**TRADE:** Trade for African Development and Enterprise Initiative

**USAID:** United States Agency for International Development

**VFP:** Volunteers for Prosperity

**SECTION A - GRANT APPLICATION FORMAT**

**A. GENERAL**

**I PREPARATION GUIDELINES**

All applications received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. Section II addresses the technical evaluation procedures for the applications. Applications which are submitted late or are incomplete run the risk of not being considered in the review process. "Late applications will not be considered for award."

Technical and cost or business application should be submitted in one volume. The application should be submitted in an original and 3 copies. The cost proposal shall follow the technical application by a divider and will be labeled "Cost Proposal."

The application should be prepared according to the structural format set forth below. Applications must be submitted no later than the date and time indicated on the cover page of this RFA, to the location indicated on page 3 of the cover letter accompanying this RFA.

Technical applications should be specific, complete and presented concisely. The applications should demonstrate the applicant's capabilities and expertise with respect to achieving the goals of this program. The applications should take into account the technical evaluation criteria found in Section B.

In addition to the aforementioned guidelines, the applicant is requested to take note of the following:

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

Acknowledgement of Amendments to the RFA - Applicants shall acknowledge receipt of any amendment to this RFA by signing and returning the amendment. The Government must receive the acknowledgement by the time specified for receipt of applications.

Receipt of Applications - Applications must be received at the place designated and by the date and time specified in the cover letter of this RFA.

**Submission of Applications:**

1. Applications and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the Cover Letter of this RFA, and (2) showing the time specified for receipt, the RFA number, and the name and address of the applicant.

2. Faxed applications will not be considered; however, applications may be modified by written or faxed notice, if that notice is received by the time specified for receipt of applications.

**Preparation of Applications:**

1. Applicants are expected to review, understand, and comply with all aspects of this RFA. Failure to do so will be at the applicant's risk.

2. Each applicant shall furnish the information required by this RFA. The applicant shall sign the application and print or type its name on the Cover Page of the application. Erasures or other changes must be initialed by the person signing the application. Applications signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

3. 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 purposes, should:

(a) Mark the title page with the following legend:

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

(b) Mark each sheet of data it wishes to restrict with the following legend:

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

Explanation to Prospective Applicants - Any prospective applicant desiring an explanation or interpretation of this RFA must request it in writing within three weeks of receipt of the application to allow a reply to reach all prospective applicants before the submission of their applications. Oral explanations or instructions given before award of a Grant will not be binding. Any information given to a prospective applicant concerning this RFA will be furnished promptly to all other prospective applicants as an amendment of this RFA, if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective applicants.

Applicants should retain for their records one copy of the application and all enclosures which accompany their application. Erasures or other changes must be initialed by the person signing the application. To facilitate the competitive review of the applications, USAID will consider only applications conforming to the format prescribed below.

**II. TECHNICAL APPLICATION FORMAT:**

A complete application shall address all items requested under the seven (7) sections listed below. Page limitations are as stated. Pages in excess of stated limitations may not be considered.

- (1) **Cover Page (one page)**
- (2) **Executive Summary (one page)**
- (3) **Management Structure and Capacity (ten pages)**
- (4) **Technical Approach (twenty pages)**
- (5) **Management Plan (twenty pages)**
- (6) **Past Performance References**
- (7) **Cost Application**

Applications should be specific, complete and presented concisely in the format set out below. While applicants are expected to follow the format and the instructions contained therein, they should also be aware of the Selection Criteria in the solicitation and ensure that their applications reflect and address these criteria. The management structure, capacity and plan, as well as the technical approach must be concise and accurate since it will be used as the Program Description in the resulting Cooperative Agreement award (the Leader award).

1. **Cover Page:** A single page with the name of the umbrella organization applying for the award, with a list of member organizations listed separately; a point of contact for the applicant, to include the individual's name (both typed and his/her signature), title or position with the entity, address, telephone and fax numbers.
2. **Executive Summary:** A single page with a concise summary of the program description, program methodology and expected results.
3. **Management/Organizational Structure and Capacity (10 pages).**  
Please outline how the corporate governance structure will provide an effective and efficient mobilization of a diverse range of volunteers. The applicant should outline how the entity will be managed, whether through a board of directors or other management structure, to ensure transparency and preservation of the entity. The applicant should include, but is not limited to, the following:
  - a. Corporate Governance Structure
    1. Role of Board of Directors
    2. Process of mobilizing volunteers from within the consortium's members for leader and associate grants<sup>1</sup>
  - b. Inclusiveness and cohesiveness of participant organizations in entity
  - c. Matrix providing information on volunteer database showing the number of available volunteers in each focal area and each organization. Attempt should be made to:
    1. Factor in redundancies between organizations
    2. Provide an aggregate number and percentage of volunteers who have been on assignment since January 2000.

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<sup>1</sup> A pre-allocation of funds or volunteer levels among organizations working under the umbrella organization will disqualify an application.



- 4. Technical Approach (20 Pages).** The applicant shall discuss the proposed approach they intend to take to meet objectives outlined under the program description. The discussions shall include, but are not limited to, the following:
- a. Methodology for assessment for volunteer services (can be disaggregated by focal area or subsectors within the focal areas);
  - b. Describe the guiding principles and approach to both the global activity (leader agreement) and working with USAID Missions/Bureaus under developing associate agreements;
  - c. Approach to sustaining activities through the use of host-country counterpart organizations, factoring in adherence with BDS Guiding Principles;
  - d. Partnering approach with U.S. private sector and associations, local organizations, SBAs, HCBUs and American Tribal Colleges and USG initiatives such as the USA Freedom Corps;
  - e. Proposed methodology for knowledge management system; and
  - f. Communication strategies to distribute lessons learned and discuss/get feedback on models.
- 5. Management Plan (20 pages).** The quality of the work done under this activity will be heavily dependent upon three factors: program design experience of the member organizations, the quality and breadth of the volunteer base and the ability of the organization to effectively screen, prepare and support the volunteers. Please outline the capability of your organization in these areas, including CVs of proposed key personnel; a description of the screening, preparation and follow-up process with volunteers; and how staffing will be balanced to ensure volunteers have the support needed to effectively deliver services. Above, applicants were asked to state the general approach to the managing this agreement, their guiding principles and the organizational structure. Applicants should include:
1. The role of the management team, including:
    - a. Level of effort, by whom (position title), needed to prepare a program
    - b. Level of efforts throughout the program period by management team
    - c. Level of effort by host-country management team and U.S.-based team;
  2. Roles of potential partners in the U.S. and host-country;
  3. Approach to cost effectiveness, such as utilization of piggy-back assignments, local organizations and leveraging outside resources;
  4. Outline a monitoring and evaluation system, including, not exclusive of:
    - a. Calculation of recipient value
    - b. Ability to measure and evaluate development impact both qualitatively and quantitatively across regions and across focal areas
  5. Management capacity to control quality of volunteer services, including:
    - a. Screening and evaluation process
    - b. Preparation process for volunteers
    - c. Follow-up process

6. Outline market assessment strategy, including an illustrative sustainability plan for local organization;
  7. Illustrative timeline;
  8. Staffing:
    - a. Key personnel (include CVs);
    - b. Program design personnel: the applicant should provide no more than seven (7) professionals experienced in designing high-impact volunteer assignments and who would be called upon to design activities as they arise. No one CV should exceed 3 pages. Skills in the following areas are considered beneficial to the activity:
      - Program design experience in economic growth, trade and/or agriculture
      - Organizational support
      - Financial management
      - Strategic planning
      - Business planning
      - Sectoral expertise in key technical areas
      - Monitoring and evaluation
      - Administrative support
      - Good presentational skills
      - Information technology
      - Sustainability analysis/ planning
      - Business development services market development
  9. Cost-sharing <sup>2</sup>
    - a. With recipients in host countries
    - b. With recipients in the United States
6. **Past Performance References:** The applicant should provide five (5) past performance references, illustrating the ability of the entity to effectively select and manage volunteers, deliver high-impact results and effectively partner with private sector firms, associations and institutions. If the entity is a new entity, it is acceptable to provide references and experience for the volunteer organizations making up the consortium/umbrella organizations. The applicant is encouraged to provide at least one reference for each of the organizations blending into the established entity. Each reference must include the following:
- a. name of organization;
  - b. name of project;
  - c. brief project description;
  - d. results;
  - e. period of performance;
  - f. estimated dollar value;
  - f. name, title and telephone number of a point of
  - g. name, title and telephone number of a point of contact at the organization for which the work or activity was performed; and

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<sup>2</sup> In documenting volunteer time contribution, the last salary of the volunteer should be used to calculate current value.

- h. name, title and telephone number of a point of contact at the organization which received the services described.

**III. COST APPLICATION FORMAT:**

The Cost or Business Application is to be submitted under the same cover as the technical application. Certain documents are required to be submitted by an applicant in order for an Grant Officer to make a determination of responsibility. However, it is USAID policy not to burden applicants with undue reporting requirements if that information is readily available through other sources.

The following sections describe the documentation that applicants for an Assistance award must submit to USAID prior to award. While there is no page limit for this portion, applicants are encouraged to be as concise as possible, but still provide the necessary detail to address the following:

A. A copy of the program description that was detailed in the applicants program description, on a 3-1/2" diskette, formatted in Word 2002(xp).

B. Include a budget with an accompanying budget narrative which provides in detail the total costs for implementation of the program your organization is proposing. The budget must be submitted using Standard Form 424 and 424A which can be downloaded from the USAID web site, [http://www.usaid.gov/procurement\\_bus\\_opp/procurement/forms/sf424/](http://www.usaid.gov/procurement_bus_opp/procurement/forms/sf424/);

- the breakdown of all costs associated with the program according to costs of, if applicable, headquarters, regional and/or country offices;

- the breakdown of all costs according to each partner organization involved in the program;

- the costs associated with external, expatriate technical assistance and those associated with local in-country technical assistance;

- the breakdown of the financial and in-kind contributions of all organizations involved in implementing this Cooperative Agreement;

- potential contributions of non-USAID or private commercial donors to this Cooperative Agreement;

- your procurement plan for commodities (note that contraceptives and other health commodities will not be provided under this Cooperative Agreement).

C. A current Negotiated Indirect Cost Rate Agreement;

D. Required certifications and representations (as attached):

E. Cost share has been recommended to be 25%of the total estimated amount. If the applicant proposes a cost share of less than 25%, it will be deemed as not responsive, and will be removed from further consideration.

F. Applicants who do not currently have a Negotiated Indirect Cost Rate Agreement (NICRA) from their cognizant agency shall also submit the following information:

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

G. Applicants should submit any additional evidence of responsibility deemed necessary for the Grant Officer to make a determination of responsibility. The information submitted should substantiate that the Applicant:

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

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

**I. Grant Award:**

1. The Government anticipates a single award resulting from this RFA to the responsible applicant whose application conforming to this RFA. The Government may (a) reject any or all applications, (b) accept other than the lowest cost application, (c) waive informalities and minor irregularities in applications received.
2. The Government may award to one applicant on the basis of initial applications received, without discussions. Therefore, each initial application should contain the applicant's best terms from a cost and technical standpoint.
3. A written award mailed or otherwise furnished to the successful applicant within the time for acceptance specified either in the application or in this RFA (whichever is later) shall result in a binding Grant without further action by either party. Before the application's specified expiration time, the Government may accept

an application, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an application do not constitute a rejection or counteroffer by the Government.

4. Neither financial data submitted with an application nor representations concerning facilities or financing, will form a part of the resulting Grant(s).

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

K. The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

L. Foreign Government Delegations to International Conferences - Funds in this [contract, agreement, amendment] may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<http://www.info.usaid.gov/pubs/ads/300/refindx3.htm>] or as approved by the [CO/AO/CTO].

**IV. TYPE OF AWARD:**

USAID expects to award a five-year Leader with Associate (LWA) cooperative agreement pursuant to guidance contained herein.

**LWA Cooperative Agreement**

This Request for Applications (RFA) is issued for a cooperative agreement covering a specified worldwide activity (Leader). USAID Missions, or other USAID offices may fund separate Associate awards which fall within the overall scope of the leader Program Description. Each Associate award shall contain a separate activity description that fits within the broader program requirements, but will otherwise be considered to be covered by the terms and conditions of the Leader agreement.

**Competition:** Once a recipient is selected pursuant to this LWA RFA, no further competition or waiver of competition is required for any Associate grants awarded within the terms of the RFA. The competition under this RFA covers both the initial Leader award, which will provide leadership in the activity and regional and/or worldwide activities, as well as all subsequent Associate awards providing field support. In this manner, Missions and USAID/Washington bureaus may fund specific activities of the recipient that fit within the RFA/Leader program description through Associate awards without further competition.

**Period of Performance:** The Leader award will be issued for a period of five years. Associate awards may be issued until the Leader award expires and can be for a period of performance up to three years past the expiration of the Leader.

**Estimated Dollar Value:** This RFA for the LWA cooperative agreement provides an estimate of the dollar amount for the Leader (\$2,500,000), as well as Associate awards that are anticipated (\$300,000,000); however, it will not be necessary to amend the Leader if the amount of the Associate exceed the estimated amount. The Leader and each individual Associate award shall specify the total award amount for that instrument.

**Certifications:** The required certifications, including validation of the umbrella organization as a single entity with a single accounting system, shall be obtained from the recipient prior to award of the Leader grant. Prior to award of an Associate grant, the recipient must affirm that those certifications remain valid, or provide new certifications.

After the Leader is awarded, a copy of the award will be sent to all Missions along with any necessary guidance or instructions regarding issuance of Associate awards.

**Issuance of Associate awards:** Prior to issuance of an Associate award, the requesting office or SO Team in the Mission (or USAID/W) shall consult with the Cognizant Technical Officer (CTO) in EGAT. After receiving CTO concurrence, the appropriate Mission personnel shall request the recipient to provide an application (specific Program Description and budget; an SF-424 is not required) to the Mission. The application shall be reviewed by the appropriate technical personnel, and the Agreement Officer shall be responsible for cost review and negotiation of the Associate award. The Mission has the discretion to decide whether or not to award the Associate award. The Mission activity manager is the CTO for the Associate award.

**Grant vs. Cooperative Agreement:** Regardless of whether the Leader instrument is a grant or cooperative agreement, Missions may issue an Associate instrument of the other type; i.e., an Associate cooperative agreement may be issued under a Leader grant and vice versa.

**Reporting Requirements:** The Leader grant shall require the recipient to provide to the CTO in USAID/EGAT a programmatic report, semi-annually or annually, that summarizes activities undertaken, lessons learned, progress made/ results achieved, trends, problems, etc. under both the leader and associate agreements.

In the schedule of the Associate award, the Agreement Officer shall include appropriate language requiring the recipient to provide a copy of all program and financial reports to the technical office that funded the Associate award. Additionally, the recipient shall be required to provide a copy of all programmatic reports to the CTO in USAID/Washington for the Leader. Please note, the reporting described in this section is in addition to knowledge management activities described in the program description.

Any country specific activity implemented through the Leader agreement will be incorporated into the Recipient's annual implementation plan. Development and negotiation of a separate program description, budget and reporting requirements for an individual country program shall not be required.

Other Items: Other items to cover in the schedule include the authorized Geographic Code for procurement if it is different from the Leader award (000 United States), cost sharing requirements for the associate award, and any additional standard provisions, such as Title to and Care of Property, that apply to the Associate award.

**Substantial Involvement**

The recipient of this award will be generally accountable to the Cognizant Technical Officer (CTO) in the Office of Economic Growth for the Leader Cooperative Agreement. USAID's substantial involvement under the LWA shall be limited to **approval** of the following:

1. Approval of the Recipient's annual implementation plans, including annual monitoring and evaluation plans.
2. Approval of specified key personnel, defined as the Senior Program Manager for the Leader award having overall responsibility for activities implemented under the LWA and Senior Technical Advisor(s) providing technical expertise and supervision of one or more activities.
3. Approval of Recipient's selection of Associate Awards, and other sub-awards, including review of budget and proposed personnel.
4. Agency and recipient collaboration or joint participation.
  - a. Agency monitoring to permit specified kinds of direction or redirection because of interrelationships with other projects. All such activities must be included in the Program Description and negotiated in the budget of the award.
  - b. Agency collaboration on the identification of potential institutional partnerships.

Missions must spell out the terms of any substantial involvement in the associate instruments. Such substantial involvement must be consistent with the Leader, as well as with the program description of the particular associate award.

**Cost Share:**

Cost share will be required under this RFA at a minimum base of 25%. The rationale for cost share is that the nature of this activity is to utilize volunteers in implementing economic growth activities and reporting back on those activities. A benefit of using volunteers is the cost sharing that occurs automatically with their volunteered time. Another rationale for using cost share is to promote the leveraging of funds from private sources and through partnerships with associations, SBAs, HBCUs, American Tribal Colleges and like institutions. The cost share must consist of non federally funded contributions that meet all the criteria detailed in 22 CFR 226.23 and discussed in detail within the budget narrative.

**SECTION B - SELECTION CRITERIA**

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

The technical applications will be evaluated in accordance with the Technical Evaluation Criteria set forth below. Thereafter, the cost application of all applicants submitting a technically acceptable application will be opened and costs will be evaluated for general reasonableness, allowability, and allocability. To the extent that they are necessary (if award is made based on initial applications), negotiations will then be conducted with all applicants whose application, after discussion and negotiation, has a reasonable chance of being selected for award. Awards will be made to responsible applicants whose applications offer the greatest value, cost and other factors considered.

Awards will be made based on the ranking of proposals according to the technical selection criteria identified below.

The minimum requirement for proposal consideration is that the applicant must be a single legal entity comprised of at least two U.S. volunteer organizations, as defined in section B (2) of this document.

Proposals will be weighed based on the following criteria, listed in descending order of weight:

- 1. Management/Organizational Structure and Capacity - 35 pts**
  - a. Corporate Governance Structure;
  - b. Inclusiveness and cohesiveness of entity; and
  - c. Access to a technical capable volunteer base in a broad array of economic growth areas.
  
- 2. Technical Approach - 30 pts**
  - a. Approach to sustaining activities through the use of host-country counterpart organizations.
  - b. Guiding principles and approach to both the global activity (leader agreement) and working with USAID Missions/ Bureaus in developing associate agreements.
  - c. Partnering approach with U.S. private sector and associations, local organizations, SBAs, HCBUs and American Tribal Colleges and USG initiatives such as the USA Freedom Corps
  - d. Quality and timeliness of outreach services to USAID and partners
  - e. Cost-sharing <sup>3</sup>
  - f. Approach to cost effectiveness, such as utilization of

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<sup>3</sup> In documenting volunteer time contribution, the last salary of the volunteer should be used to calculate current value.



- piggy-back assignments, local organizations and leveraging outside resources
- g. Monitoring and evaluation system.

**3. Management Plan - 25 pts**

- a. Clearly defined management roles;
- b. Management and technical experience of key personnel;
- c. Program designers experience developing business development services market development activities;
- d. Quality control management plan for volunteers;
- e. Capacity to utilize resources, such as partners, volunteers, host-country counterparts and long-term technical staff effectively in support of a comprehensive technical approach; and
- f. Ability to manage a program of diverse organizations and a large number of volunteers.

**4. Past Performance - 10 pts**

- a. Collective statement of capability.

**SECTION C - PROGRAM DESCRIPTION**

**PROGRAM OBJECTIVE AND SUMMARY**

This Request for Applications (RFA) describes a new activity by the United States Agency for International Development (USAID) entitled Volunteers for Economic Growth Activities (VEGA). The purpose of this activity is to support a unified consortium of economic growth volunteer organizations (EGVOs) in supporting USAID economic growth activities, including trade and policy development, business development, workforce development, municipality-led local economic development, enterprise development and agribusiness. The recipient of this award will also partner with USAID in supporting results established by the Presidential Initiative Volunteers for Prosperity (VfP). VfP is part of President Bush's USA Freedom Corps volunteer service initiative and focuses on enabling highly skilled and trained individuals to volunteer their time with organizations which are promoting prosperity throughout the world.

USAID's mission in initiating the VEGA activity is to collect a knowledge base of best practices in utilizing volunteers for economic growth and then to implement these best practices through select interventions aimed at the development of business development service (BDS) markets<sup>4</sup>. This activity will involve the mobilization of volunteer organizations that are experienced in a wide array of economic growth and development issues to participate in an integrated collaborative effort with USAID Missions and their development partners. The activity will also involve the establishment of new partnership opportunities linking the U.S. private sector with the developing countries' private sectors, in addition to strengthening the business development service (BDS) markets in developing countries. A monitoring and evaluation system will be established in the first phase of the award to track impacts and results under this instrument of economic growth volunteer activities in developing countries. Additionally, USAID is viewed by the White House as having a critical role in assuring that the objectives of VfP are met through increased use of U.S. volunteers in development activities.

USAID's Office of Economic Growth (EG) office will implement the VEGA activity using the Leader with Associate (LWA) assistance instrument. Competition for this award is limited to Economic Growth Volunteer Organizations (EGVO). A single award will be made to a consortium, umbrella or other entity consisting of EGVOs with experienced economic growth volunteers in a broad array of knowledge areas that also have the capacity to design, implement and track results of short and long-term high-impact activities. For the purposes of this activity, an **"economic growth volunteer"** is defined as: "Anyone who works abroad without a salary (a modest stipend for personal expenses plus travel, lodging and meals is allowed) for the primary and expressed purpose of furthering economic

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<sup>4</sup> For definitions of business development service markets and intervention guidelines, see "Business Development Services for Small Enterprises: Guiding Principles for Donor Intervention," prepared by the Committee of Donor Agencies for Small Enterprise Development, February 2001.  
<http://oracle02.ilo.org/images/empent/static/seed/donor/bds-donCom-gui-eng.pdf>

development". Accordingly, an U.S. Economic Growth Volunteer Organization is defined by having the following characteristics:

1. U.S. based and registered organization;
2. An ability to mobilize and place economic growth volunteers in countries outside of the United States for the express purpose of furthering economic development;
3. An ability to recruit broadly "persons willing and able to provide, pro bono, technical expertise that supports economic growth, agriculture, and trade objectives", i.e., economic growth volunteers;
4. An ability to provide logistical support that enables economic growth volunteers to perform effectively and return to the U.S. safely and in good health;
5. An ability to match economic growth volunteers with appropriate economic growth volunteer assignments in developing and transition countries (verified by volunteer self-evaluations, recipients of volunteer services, as well as external evaluations);
6. An ability to support economic growth volunteers' efforts to communicate to their home communities the purposes and achievements of their assignments; and
7. An ability to assess the impact of the economic growth volunteer assignment and to guide their placement to areas of greatest impact.

Only organizations meeting this definition are eligible to compete for this award, including any entity serving as a consortium or umbrella for a group of Economic Growth Volunteer Organizations.

## **BACKGROUND AND CONTEXT OF THE VEGA CHALLENGE**

### **(1) Background**

One fifth of the world's population, some 1.2 billion people, lives in abject poverty, mostly in rural areas. Economic growth through trade and investment and increasing business competitiveness are the principle mechanisms through which developing countries can integrate into world markets. Market forces spur economic activity and poverty reduction through the generation of employment opportunities. Global trade has grown sixteen-fold since 1950, far outstripping the six-fold increase in global output. The benefits of expanded trade to producers and consumers around the world are immense and well known. Trade drives the supply of goods and services up and the costs down.

USAID has and continues to engage a number of different actors and models to achieve economic growth, depending upon the region or country's unique developmental situation. EGVO have been utilized in economic growth activities since the inception of USAID and have demonstrated they can provide a unique, personal delivery mechanism for development services to organizations, host-country governments and firms that can build long-term, sustainable economic partnerships beyond the period of USAID's engagement. By utilizing volunteers, especially experienced private sector executives,

manufacturers, farmers and engineers, a development activity can gain from a volunteer's expert and first-hand knowledge of markets, industry contacts, the latest trends in product design and technology. Volunteers work without a salary and, often, when they return home to the U.S., they discuss their experiences with colleagues, family and friends - a form of public diplomacy promoting cross-cultural understanding. Models of how and when volunteers can be used most effectively in economic growth activities have changed as experience has been gained over time, but never has a record of these shifts, these lessons, these results been made.

**(2) Fundamental Guiding Principles of the VEGA Activity**

The following guiding principles were considered during the formulation of this activity and targeting of volunteer organizations as the appropriate implementers. The principles outline the assumptions and presumptions of EGAT about the delivery of services under this award.

- (a) Creating a single point of mobilization of volunteers with a variety of skill sets allows for more creative and comprehensive activities yielding larger developmental impacts in Economic Growth.
  - This U.S. Administration has encouraged U.S. citizens to volunteer their time through the Presidential Initiative VFP.
  - Volunteers deliver personable, high-impact services in developing countries, providing good support for USAID activities.
  - Volunteers need to be selected for appropriate assignments, briefed well and provided with follow-on support.
  - Volunteer contributions should be publicly recognized in the United States.
  - Maintaining a diverse volunteer base is important.
- (b) The methodology for measuring developmental impact needs to go beyond anecdotal evidence. Impacts should also have quantitative measurements across technical areas and/or regions.
- (c) Donors should support private-sector provision of business development services and utilize volunteers to promote the capacity of host-country providers. Donors should avoid market distortions in business development services through subsidized provision and/or substitution for locally provided services. Affordability on the part of clients and profitability on the part of providers should be addressed through innovative delivery and payment mechanisms rather than subsidization of services.
- (d) Partnering with corporations, manufacturers, associations and academic institutions is important in a) building institutional partnerships between the U.S. and firms/ associations in developing countries; b) maintaining an active and knowledgeable volunteer base; c) leveraging activities to increase development impact.

These guiding principles are outline the parameters of USAID's intentions in engaging in this activity. Specific activities and objectives this award will support are outlined below under the leader and associate agreement sections.

**PROGRAM DESCRIPTION**

The focal point of the VEGA agreement is to promote economic growth through the sustainable growth of the business environment in host countries, including at the firm, association, cluster, industry or subsector, and regulatory levels in both urban and rural settings. Firms can strengthen their economic capacity both operationally and technically through the receipt of business services. USAID has historically supported microeconomic interventions, in part through the provision of business development services. BDS leaders in academia and practice have concluded the role of donor agencies in firm and association-level interventions should be to facilitate the growth of local business service providers who can sustain the service over time. There is a growing literature of best practices in BDS, mostly aimed at small and medium-sized enterprises (SMEs), for conducting market assessments, defining intervention points, structuring an activity and monitoring the activity for results. Additionally, attempts are being made to standardize the monitoring and evaluation of BDS activities through quantitative measures for comparisons between regions, sector and countries.

The VEGA activity consists of a comprehensive evaluation of the impacts of volunteers on a broad array of economic growth activities, the creation of several models of best practices and the development of a monitoring and evaluation tool. This assessment should be conducted by volunteers and the recipient's program design staff and should provide a comprehensive and accepted analysis of donor experiences utilizing volunteers in economic growth activities. The assessment should highlight successes and weaknesses of these interventions. Expected results of this activity are:

- a. Assessment of approaches to using U.S. technical, managerial, agricultural and other executive volunteers in the delivery of development services in economic growth. Validation of this assessment should be sought through dialogues with leading BDS researchers and through dialogues with a broad array of implementers, including donors, host-country BDS providers and USAID implementation partners.
- b. Based on the assessment, the recipient will develop models reflecting best practices in the use of volunteers. Best practices should be consistent with sustainability of the activities.
- c. Development of a monitoring and evaluation tool to measure quantitative, regional and sector-wide, impacts of economic growth development activities delivered through volunteers, based upon the new models.
- d. A roll-out of this activity to include regionally-held seminars for USAID field staff.
- e. The creation of an internet-based knowledge management system (interactive with both USAID and USA FreedomCorps' websites) with information on models, best practices and the use of volunteers in achieving prosperity in developing countries.

Best practices shall incorporate objectives established under the four focal areas and any or all of the following Presidential initiatives: Middle East Partnership Initiative (MEPI); Trade for African Development and Enterprise (TRADE); Millennium Challenge Account (MCA); and the Digital Freedom Initiative (DFI).

The recipient has a very diverse volunteer base to utilize, in conjunction with institutional partners, in the design of the knowledge management

system. Implementation of activities is intended to take place wholly through volunteers and host-country partners. The consortium management will be responsible for ensuring access to and the quality of volunteers.

**USAID Objectives:**

1. Critical, private markets expanded and strengthened  
*Illustrative methods of achieving this objective:* Adoption of economic policies that stimulate private markets
  - a. Adoption of economic policies that stimulate and growth
  - b. Harmonization of trade and customs policies within region and ability to negotiate free trade agreements
  - c. Business linkages that are sustainable and address scale issues, and increased competition
  - d. Legal and regulatory reforms that foster competition and business investment.
  - e. Improved economic governance
  - f. Privatized infrastructure
  - g. Municipality service delivery to private sector, including water
2. More rapid and enhanced agricultural development and food security  
*Illustrative methods of achieving this objective:*
  - a. Increasing knowledge at the local level through training, outreach and adaptive research
  - b. Promoting sustainable agriculture and sound environmental management
3. Access to economic opportunity for the rural and urban poor expanded and made more equitable  
*Illustrative methods of achieving this objective:*
  - a. Facilitate private-sector provision of financial and business development services for micro, small and medium-sized entrepreneurs
  - b. Increased access to affordable and effective business development services
4. More transparent and efficient finance and investment environments (this is a sub-element to the Critical, private markets expanded and strengthened)  
*Illustrative methods of achieving this objective:*
  - a. Improved financial sector performance
  - b. Increased access to affordable financing

Throughout the five-year program, the leader grant will provide intellectual/best practice leadership for associate awards, will support the knowledge management activities, and will support the continued monitoring and evaluation of volunteer activities falling under this award.

The sustainability of the activities engaged in through these volunteer-based activities will be based upon indicators showing a likelihood of prosperity continuing to be maintained or even increased without donor intervention. USAID envisions the recipient of this award following best practices in the provision of business development services as established by the Committee of Donor Agencies for Small Enterprise Development, see <http://oracle02.ilo.org/images/empent/static/seed/donor/bds-donCom-gui-eng.pdf>.

See EGAT's website at <http://inside.usaid.gov/EGAT/> for more information on on-going activities in these areas

USAID encourages applicants to consider the Global Development Alliance's approach to leveraging expertise and funding when proposing strategies for implementing this activity. Information on GDA principles can be found at <http://www.usaid.gov/gda/>.

USAID anticipates that the term of this agreement will be five years, with activities under associate awards able to run three years past the expiration of the leader award. Subject to the availability of funds, about \$2,500,000 from the Economic Growth, Agriculture and Trade Bureau, Office of Economic Growth, is expected for the initial leader award. Missions and Regional Bureaus are expected to award significantly more funding, potentially up to \$500,000,000 over the next five years. There is no limit on the number and level of funding of Associate awards under an LWA agreement.

**Associate Agreements**

It is envisioned that USAID Mission and program needs would be met on a demand driven basis through the award of this RFA. Missions would receive any mix of services desired in the four focal areas, ranging from a targeted intervention in one sector to a full range of services in a long-term activity, including agriculture, business assistance, financial services, water/ wastewater delivery, trade capacity building (including work with municipalities), workforce skills enhancement, skill standards, labor market strengthening, production standards and information on market opportunities. Associate agreements, whether grants or cooperative agreements, are to support activities that fall within the scope (focal areas) of this leader agreement. In general, activities may contribute to the following Agency-level goals:

**1. Private Market Development:** Defined as increased ability of firms to enter, compete, and perform in new markets, including the ability to meet local, regional or international standards and resulting in increases in firm income and employment. Illustrative sub-elements include business development service market development; micro, small and medium-sized business development; workforce skill development; and competitiveness.

**2. Agribusiness development:** Development of rural support systems, as well as farm-level management interventions, to increase incomes of the rural poor through the development of competitive agribusiness. Activities include, but not limited to, production agriculture, forestry and fisheries sectors. Illustrative sub-elements include: strategic planning; sanitary and phytosanitary standards (SPS), activity design and evaluation; market assessments; financing; credit; competitiveness; strategic alliances or partnering; productivity improvement; product development; processing; market analyses; human resource development; farm and business management; storage, preservation and post harvest storage; waste management; livestock and small animal management; extension; farmer training; biotechnology; quality control and monitoring; customer service; access to information and environmental analysis.

**3. Economic Opportunity For the Rural/ Urban Poor:** Increasing access to world markets through the development institutional capacity, government trade policy and improved service delivery, including water and wastewater, throughout the trade infrastructure. Illustrative sub-elements include trade policy analysis, organizational and institutional development, HIV/AIDS workforce planning and/or awareness, trade agreements, supply-chain development, developing trade regulations and skilled service providers

(regulators, custom agents, etc.). Additional, this includes strengthening municipalities and rural service delivery associations to identify and respond to private sector and poor needs.

**4. Finance Services:** Improving access to appropriate financial services through development of service providers, governing institutions and firms. Illustrative sub-elements include development of financial and capital markets, increased capacity of MSMEs to tap financing through increased familiarity with financial products, development of credit rating agencies, and the creation and administration of pension plans. USAID's Development Credit Authority is one potential partner in these endeavors.

Associate agreements may be long or short-term in nature. Associate agreements are initiated by USAID program managers. Prior to issuance of an Associate award, the requesting office or SO Team in the Mission (or USAID/W) shall consult with the Cognizant Technical Officer (CTO) in EGAT. After receiving CTO concurrence, the appropriate Mission personnel shall request the recipient to provide an application (specific Program Description and budget; an SF-424 is not required) to the Mission. The application shall be reviewed by the appropriate technical personnel, and the Agreement Officer shall be responsible for cost review and negotiation of the Associate award. The Mission has the discretion to decide whether or not to award the Associate award. The Mission activity manager is the CTO for the Associate award. Associate agreements under this agreement contributing to Presidential Initiatives are restricted to activities which fall within the four focal areas outlined above.



**SECTION D**

**U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT**

**CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENTS OF RECIPIENT [1][2]**

**PART I - CERTIFICATIONS AND ASSURANCES**

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

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

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

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

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

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

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

(b) If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

(c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the

recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

(a) Instructions for Certification

(1) By signing and/or submitting this application or grant, the recipient is providing the certification set out below.

(2) The certification set out below is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

(3) For recipients other than individuals, Alternate I applies.

(4) For recipients who are individuals, Alternate II applies.

(b) Certification Regarding Drug-Free Workplace Requirements

Alternate I

(1) The recipient certifies that it will provide a drug-free workplace by:

(A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the applicant's/grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(B) Establishing a drug-free awareness program to inform employees about--

1. The dangers of drug abuse in the workplace;
2. The recipient's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (b) (1) (A);

(D) Notifying the employee in the statement required by paragraph (b) (1) (A) that, as a condition of employment under the grant, the employee will--

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(E) Notifying the agency within ten days after receiving notice under subparagraph (b) (1) (D)1, from an employee or otherwise receiving actual notice of such conviction;

(F) Taking one of the following actions, within 30 days of receiving notice under subparagraph (b) (1) (D)2., with respect to any employee who is so convicted--

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(G) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (b) (1) (A), (b) (1) (B), (b) (1) (C), (b) (1) (D), (b) (1) (E) and (b) (1) (F).

(2) The recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Alternate II

The recipient certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS [3]

(a) Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. [4] You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," [5] provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the methods and frequency by which it

determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(b) Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, the it and its principals:

(A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification;

(D) Have not within a three-year period proceeding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**4. CERTIFICATION REGARDING LOBBYING**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

The recipient has reviewed and is familiar with the proposed grant format and the applicable regulations, and takes exception to the following (use a continuation page as necessary):

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Solicitation No. \_\_\_\_\_

Application/Proposal No. \_\_\_\_\_

Date of Application/Proposal \_\_\_\_\_

Name of Recipient \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

[1] FORMATS\GRNTCERT: Rev. 06/16/97 (ADS 303.6, E303.5.6a) [2] When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement". [3] The recipient must obtain from each identified subgrantee and (sub)contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The recipient should reproduce additional copies as necessary. [4] See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A. [5] For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the recipient is a non-U.S. nongovernmental organization.

PART II - OTHER STATEMENTS OF RECIPIENT

1. AUTHORIZED INDIVIDUALS

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

No.	Name	Title	Telephone No.	Facsimile
—				
—				
—				

2. TAXPAYER IDENTIFICATION NUMBER (TIN)

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

TIN: \_\_\_\_\_

3. CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

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

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

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



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

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

DUNS: \_\_\_\_\_

4. LETTER OF CREDIT (LOC) NUMBER

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

LOC: \_\_\_\_\_

5. PROCUREMENT INFORMATION

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

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

\$ \_\_\_\_\_

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

TYPE/DESCRIPTION (Generic)	QUANTITY	ESTIMATED UNIT COST
----------------------------	----------	---------------------

(d) Source, Origin, and Componentry of Goods. If the recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, please indicate below (using a continuation page, as necessary) the

types and quantities of each, estimated unit costs of each, and probable source and/or origin. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Any commodity whose source is a non-Free World country is ineligible for USAID financing. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items does not constitute production of a commodity. Any commodity whose origin is a non-Free World country is ineligible for USAID financing. "Components" are the goods which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

TYPE/DESCRIPTION	QUANTITY	ESTIMATED	GOODS	PROBABLE	GOODS
PROBABLE					
(Generic)		UNIT COST	COMPONENTS	SOURCE	COMPONENTS
ORIGIN					

(e) Restricted Goods. If the recipient plans to purchase any restricted goods, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source and/or origin. Restricted goods are Agricultural Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Rubber Compounding Chemicals and Plasticizers, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

TYPE/DESCRIPTION	QUANTITY	ESTIMATED	PROBABLE	PROBABLE	INTENDED USE
(Generic)		UNIT COST	SOURCE	ORIGIN	

(f) Supplier Nationality. If the recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in the U.S., please indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier. Any supplier whose nationality is a non-Free World country is ineligible for USAID financing.

TYPE/DESCRIPTION	QUANTITY	ESTIMATED	PROBABLE	SLUPPIER	NATIONALITY
RATIONALE					
(Generic)		UNIT COST	(Non-US Only)		
for NON-US					

(g) Proposed Disposition. If the recipient plans to purchase any nonexpendable equipment with a unit acquisition cost of \$5,000 or more, please indicate below (using a continuation page, as necessary) the proposed disposition of each such item. Generally, the recipient may either retain the property for other uses and make compensation to USAID (computed by applying the percentage of federal participation in the cost of the original program to the current fair market value of the property), or sell the property and reimburse USAID an amount computed by applying to the sales proceeds the percentage of federal participation in the cost of the original program (except that the recipient may deduct from the federal share \$500 or 10% of the proceeds, whichever is greater, for selling and handling expenses), or donate the property to a host country institution, or otherwise dispose of the property as instructed by USAID.

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

6. PAST PERFORMANCE REFERENCES

On a continuation page, please provide a list of the ten most current U.S. Government and/or privately-funded contracts, grants, cooperative agreements, etc., and the name, address, and telephone number of the Contract/Agreement Officer or other contact person.

7. TYPE OF ORGANIZATION

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

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

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

8. ESTIMATED COSTS OF COMMUNICATIONS PRODUCTS

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

(a) Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, has the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. 1/ You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier covered Transaction," 2/ without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Solicitation No. \_\_\_\_\_

Application/Proposal No. \_\_\_\_\_

Date of Application/Proposal \_\_\_\_\_

Name of Applicant/Subgrantee \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

1/ See ADS Chapter 303, 22 CFR 208.

2/ For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the USAID grant standard provision for U.S. nongovernmental organizations entitled "Debarment, Suspension, and Related Matters" (see ADS Chapter 303), or in the USAID grant standard provision for non-U.S. nongovernmental organizations entitled "Debarment, Suspension, and Other Responsibility Matters" (see ADS Chapter 303).

**KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES  
AND DRUG TRAFFICKING**

I hereby certify that within the last ten years:

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

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

**NOTICE:**

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

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

**PARTICIPANT CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING**

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

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

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

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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date of Birth: \_\_\_\_\_

**NOTICE:**

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

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

FORMATS\GRNTCERT: Rev. 06/16/97 (ADS 303.6, E303.5.6a) When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement". The recipient must obtain from each identified subgrantee and (sub)contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The recipient should reproduce additional copies as necessary. See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A. For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the recipient is a non-U.S. nongovernmental organization.

SELF CERTIFICATION LETTER

Date

(RECIPIENT CERTIFICATE OF COMPLIANCE)

To: The U.S. Agency for International Development
Ronald Reagan International Trade Center
1300 Pennsylvania Ave. N.W.
Attn: Mr. Steven Tashjian, Contracting Officer
M/OP/PS/OCC
Washington, DC 20523

I, \_\_\_\_\_, \_\_\_\_\_, as a legally
Name (Printed or Typed) Title
authorized representative of \_\_\_\_\_
Organization Name

do hereby certify that, to the best of my knowledge and belief, this
organization's management and other employees responsible for their
implementation are aware of the requirements placed on the organization by
OMB Circulars, and Federal and USAID regulations with respect to the
management of, among other things, personnel policies (including salaries),
travel and procurement under this agreement and I further certify that the
organization is in compliance with those requirements.

I, we, understand that a false, or intentionally misleading, certification
could be the cause for possible actions ranging from being found not
responsible for this award to suspension or debarment of this organization in
accordance with the provisions of USAID Regulation 8.

I, we, further agree to instruct the accounting firm that this organization
retains to perform its annual audits, as required by OMB Circular A-133, to
include in their review of our internal controls sufficient testing of the
implementation of our personnel, travel and procurement policies to confirm
compliance with Federal and USAID requirements. The conclusions of that
compliance review will be included in the A-133 audit reports submitted to
the government.

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Position Title

\_\_\_\_\_  
Date of Execution



SECTION E - ANNEXES

**MANDATORY STANDARD PROVISIONS FOR  
U.S., NONGOVERNMENTAL RECIPIENTS**

- |                                |   |
|--------------------------------|---|
| 1. Applicability of 22 CFR 226 | 6. Amendment  |
| 2. Ineligible Countries        | 7. Notices  |
| 3. Nondiscrimination           | 8. Subagreements                                      |
| 4. Investment Promotion        | 9. OMB Approval Under Paperwork<br>Reduction Act      |
| 5. Nonliability                | 10. USAID Eligibility Rules for<br>Goods and Services |

**1. APPLICABILITY OF 22 CFR PART 226 (April 1998)**

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

(b) For any subawards made with entities which fall outside of the definition of "Recipient" (such as Non-US organizations) the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees" except for the "Accounting, Audit and Records" Standard Provision. Recipients are required to ensure compliance with subrecipient monitoring procedures in accordance with OMB Circular A-133 and shall insert an appropriate provision on accounting, audit and records.

**2. INELIGIBLE COUNTRIES (MAY 1986)**

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

**3. NONDISCRIMINATION (MAY 1986)**

(This provision is applicable when work under the grant is performed in the U.S. or when employees are recruited in the U.S.)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this award on the basis of race, color, national origin, age, handicap, or sex.

**4. INVESTMENT PROMOTION (January 1994)**

No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the

production of, and reduces the number of employees at, said enterprise in the United States.

No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID.

No funds or other support provided hereunder may be used in a project or activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

This provision must be included in all subagreements.

**5. NONLIABILITY (NOVEMBER 1985)**

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

**6. AMENDMENT (NOVEMBER 1985)**

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

**7. NOTICES (NOVEMBER 1985)**

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

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

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

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

**8. SUBAGREEMENTS (June 1999)**

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

**9. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (April 1998)**

Information collection requirements imposed by this grant are covered by OMB approval number 0412-0510; the current expiration date is 11/30/2000. Identification of the Standard Provision containing the requirement and an estimate of the public reporting burden (including time for reviewing

instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are set forth below.

Standard Provision	Burden Estimate
Air Travel and Transportation	1 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1
Voluntary Population Planning	.5
Protection of the Individual as a Research Subject	1
22 CFR 226	Burden Estimate
22 CFR 226.40-.49 Procurement of Goods and Services	1
22 CFR 226.30 - .36 Property Standards	1.5

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

**10. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (April 1998)**

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

(a) Ineligible and Restricted Goods and Services: USAID's policy on ineligible and restricted goods and services is contained in ADS Chapter 312.

(1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:

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

(2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with a copy of these lists upon request.

(3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:

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

Prior approval will be deemed to have been met when:

(i) the item is of US source/origin;

(ii) the item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award; and

(iii) the costs related to the item are incorporated in the approved budget of the award.

Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

(b) Source and Nationality: The eligibility rules for goods and services based on source and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000, and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g., equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR Part 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety.

(1) For DFA funded awards or when the total procurement element during the life of this award is valued at \$250,000 or less, the following rules apply:

(i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 in accordance with the following order of preference:

- (A) The United States (USAID Geographic Code 000),
- (B) The Cooperating Country,
- (C) USAID Geographic Code 941, and
- (D) USAID Geographic Code 935.

(ii) Application of order of preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in

paragraph (b) (1) (i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the grantee's documentation:

(A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,

(B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,

(C) Compelling local political considerations precluded consideration of U.S. sources,

(D) The goods or services were not available from U.S. sources,  
or

(E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.

(2) When the total procurement element exceeds \$250,000 (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 000, the United States.

(c) Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:

- (1) The United States (USAID Geographic Code 000),
- (2) The Cooperating Country,
- (3) "Selected Free World" countries (USAID Geographic Code 941), and
- (4) "Special Free World" countries (USAID Geographic Code 899).

(d) If USAID determines that the recipient has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

This provision must be included in all subagreements which include procurement of goods or services which total over \$5,000.

(END OF STANDARD PROVISION)

**Mandatory Standard Provisions  
for U.S., Nongovernmental Recipients  
When Activities Are Undertaken Outside the U.S.**

- |   |                              |
|---|------------------------------|
| 11. Regulations Governing Employees               | 14. International Air Travel |
| 12. Conversion of US dollars to<br>Local Currency | and Transportation           |
| 13. Use of Pouch Facilities                       | 15. Ocean Shipment of Goods  |
|   | 16. Local Procurement        |

**11. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)**

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

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

(b) The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations.

(c) Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.

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

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

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

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

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

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

**13. USE OF POUCH FACILITIES (AUGUST 1992)**

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

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

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

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

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

Name of individual or organization (followed by  
letter symbol "G")  
City Name of post (USAID/\_\_\_\_\_)  
Agency for International Development  
Washington, D.C. 20523-0001

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

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

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



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

**14. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)**

(This provision is applicable when costs for international travel or transportation will be paid for with USAID funds. This provision is not applicable if the recipient is providing for travel with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

(a) PRIOR BUDGET APPROVAL

In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:

(1) the trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).

(2) the information noted at (a)(1) above is incorporated in: the proposal, the program description or schedule of the award, the implementation plan (initial or revisions), or amendments to the award; and

(3) the costs related to the travel are incorporated in the approved budget of the award.

The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph (a)(2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

(b) NOTIFICATION

(1) As long as prior budget approval has been met in accordance with paragraph (a) above, a separate Notification will not be necessary unless:

(i) the primary purpose of the trip is to work with USAID Mission personnel, or

(ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

(2) Where notification is required in accordance with paragraph (1)(i) or (ii) above, the recipient will observe the following standards:

(i) Send a written notice to the cognizant USAID Technical Office in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Technical Officer to forward the notice to the field.

(ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.

(iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.

(iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.

(v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

(c) SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before travelling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

(d) USE OF U.S.-OWNED LOCAL CURRENCY

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

(e) THE FLY AMERICA ACT

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301, and are hereby incorporated by reference into this award.

(f) COST PRINCIPLES

The recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the grantee.

If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

(g) SUBAWARDS.

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

(END OF STANDARD PROVISION)

**15. OCEAN SHIPMENT OF GOODS (JUNE 1999)**

(This provision is applicable for awards and subawards for \$100,000 or more and when goods purchased with funds provided under this award are transported to cooperating countries on ocean vessels whether or not award funds are used for the transportation.)

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

(b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this agreement and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

(c) When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the USAID Transportation Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.

(d) The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:

U.S. Department of Transportation, Maritime Administration, Division of National Cargo, 400 7th Street, S.W., Washington, DC 20590, and

U.S. Agency for International Development,  
Office of Procurement, Transportation Division  
1300 Pennsylvania Avenue, N.W.  
Washington, DC 20523-7900

(e) Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR Part 202).

(f) Shipments financed under this grant must meet applicable eligibility requirements set out in 22 CFR 228.21.

**16. LOCAL PROCUREMENT (April 1998)**

(a) Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.

(b) Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in mandatory standard provision, "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:

(1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.

(2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.

(3) Professional Services Contracts estimated not to exceed \$250,000.

(4) Construction Services Contracts estimated not to exceed \$5,000,000.

(5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:

(i) Utilities including fuel for heating and cooking, waste disposal and trash collection;

(ii) Communications - telephone, telex, fax, postal and courier services;

(iii) Rental costs for housing and office space;

(iv) Petroleum, oils and lubricants for operating vehicles and equipment;

(v) Newspapers, periodicals and books published in the cooperating country;

(vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.

(c) The coverage on ineligible and restricted goods and services in the mandatory standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.

(d) This provision will be included in all subagreements where local procurement of goods or services is a supported element.

(END OF STANDARD PROVISION)

**Required As Applicable Standard Provisions for  
U.S., Nongovernmental Recipients**

The following standard provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with ADS 303.5.3. Check off the standard provisions which are included in the award.

- 1. Negotiated Indirect Cost Rates - Predetermined X
- 2. Negotiated Indirect Cost Rates - Provisional (Nonprofits) X
- 3. Negotiated Indirect Cost Rates - Provisional (For-profits) \_\_\_\_\_
- 4. Publications and Media Releases X
- 5. Participant Training X
- 6. Voluntary Population Planning \_\_\_\_\_
- 7. Protection of the Individual as a Research Subject \_\_\_\_\_
- 8. Care of Laboratory Animals \_\_\_\_\_
- 9. Title to and Care of Property (Cooperating Country Title) \_\_\_\_\_
- 10. Public Notice X
- 11. Communications Products X
- 12. Cost Share X
- 13. Prohibition of Assistance to Drug Traffickers X

(INCLUDE THIS PAGE IN THE AWARD)

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

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

(a) The allowable indirect costs shall be determined by applying the predetermined indirect cost rates to the bases specified in the schedule of this award.

(b) Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed predetermined indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, the proposed predetermined indirect cost rates, and supporting cost data to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of predetermined indirect cost rates shall begin soon after receipt of the recipient's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.

(d) The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon predetermined rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the specific items treated as direct costs. The indirect cost rate agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

(e) Pending establishment of predetermined indirect costs rates for any fiscal year, the recipient shall be reimbursed either at the rates fixed for the previous fiscal year or at billing rates acceptable to the USAID Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year or other period are established.

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

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

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

(b) Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.

(d) The results of each negotiation shall be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

(e) Pending establishment of final indirect cost rate(s) for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.

(f) Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

(END OF STANDARD PROVISION)

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

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

(a) Provisional indirect cost rates shall be established for the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of this award. Indirect cost rates and the appropriate bases shall be established in accordance with FAR Subpart 42.7.

(b) Within six months after the close of the recipient's fiscal year, the recipient shall submit to the cognizant agency for audit the proposed final indirect cost rates and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit three copies of the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.

(d) The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

(e) Pending establishment of final indirect cost rates for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or

underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.

(f) Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

(END OF STANDARD PROVISION)

**4. PUBLICATIONS AND MEDIA RELEASES (JUNE 1999)**

(This provision is applicable when publications are financed under the award.)

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this award, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

"This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of \_\_\_\_\_, Bureau for \_\_\_\_\_, U.S. Agency for International Development, under the terms of Award No. \_\_\_\_\_. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Unless the recipient is instructed otherwise by the Cognizant Technical Officer, publications, videos or other information/media products funded under this award and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

c) The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit one electronic or one hard copy of final documents (electronic copies are preferred) to PPC/CDIE/DIO at the following address:

USAID Development Experience Clearinghouse (DEC)  
ATTN: Document Acquisitions  
1611 Kent Street, Suite 200  
Arlington, VA 22209-2111  
Internet e-mail address: docsubmit@dec.cdie.org  
Homepage: <http://www.dec.org>



Electronic documents may be submitted on 3.5" diskettes or as e-mail attachments, and should consist of only one electronic file that comprises the complete and final equivalent of the paper copy; otherwise, a hard copy should be sent. Acceptable software formats for electronic documents include Microsoft Word, WordPerfect, Microsoft Excel and Portable Document Format (PDF).

Each document submitted to PPC/CDIE/DIO should include the following information: 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) date of publication; 6) software name and version (if electronic document is sent).

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

(e) Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

(END OF STANDARD PROVISION)

**5. PARTICIPANT TRAINING (April 1998)**

(This provision is applicable when any participant training is financed under the award.)

(a) Definition: A participant is any non-U.S. individual being trained under this award outside of that individual's home country.

(b) Application of ADS Chapter 253: Participant training under this award shall comply with the policies established in ADS Chapter 253, Participant Training, except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Office of International Training.

(c) Orientation: In addition to the mandatory requirements in ADS 253, recipients are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation and orientation in Washington at the Washington International Center. The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the United States through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the Agreement Officer, who will transmit the request to NCIV through R&D/OIT.

(END OF STANDARD PROVISION)

6. VOLUNTARY POPULATION PLANNING (MARCH 1999)

**(This provision is applicable to all awards involving any aspect of voluntary population planning activities.)**

(a) Voluntary Participation and Family Planning Methods:

(1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

(b) Requirements for Voluntary Family Planning Projects

A Family planning project must comply with the requirements of this paragraph.

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

(2) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(3) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment

increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

- (4) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.
  - (5) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the methods chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.
  - (6) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.
  - (7) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under paragraph (e) of this clause, the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.
    - i) The recipient shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph;
    - ii) the recipient shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.
    - iii) The recipient shall provide USAID such additional information about violations as USAID may request.
- (c) Additional Requirements for Voluntary Sterilization Programs
- (1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(2) The recipient shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(3) Further, the recipient shall document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.

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

(d) Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to women 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 abortion.

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

(e) Requirement for Subawards

The recipient shall insert this provision in all subsequent subawards and contracts involving family planning or population activities which will be supported in whole or part from funds under this award.

(END OF STANDARD PROVISION)

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

(This provision is applicable when human subjects are involved in research financed by the award.)

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

(b) Recipient organizations must comply with USAID policy when humans are the subject of research, as defined in 22 CFR 225.102(d), funded by the grant and recipients must provide "assurance", as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a bona fide, applicable assurance approved by the Department of Health and Human Services (HHS) such as the "multiple project assurance" (MPA) will satisfy this requirement. Alternatively, organizations can provide an acceptable written assurance to USAID as described in 22 CFR 225.103. Such assurances must be determined by the CHSO to be acceptable prior to any applicable research being initiated or conducted under the award. In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed "at least equivalent" to those outlined in Part 225 (See 22 CFR 225.101[h]). Criteria and procedures for making this determination are described in the General Notice cited in the preceding paragraph.

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

(END OF STANDARD PROVISION)

**8. CARE OF LABORATORY ANIMALS (NOVEMBER 1985)**

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

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

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

(c) In the care of any live animals used or intended for use in the performance of this grant, the recipient shall adhere to the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animals Resources, National Academy of Sciences - National Research Council, and in the United States Department of Agriculture's (USDA) regulations and standards issued under the Public Laws enumerated in a. above. In case of conflict between standards, the higher standard shall be used. The recipient's reports on portions of the award in which animals were used shall contain a certificate stating that the animals were cared for in accordance with the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources, NAS-NRC, and/or in the regulations and standards as promulgated by the Agricultural Research Service, USDA, pursuant to the Laboratory Animal Welfare Act of 24 August 1966, as amended (P.L. 89-544 and P.L. 91-579). NOTE: The recipient may request registration of the recipient's facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which the recipient's research facility is located. The location of the appropriate APHIS Regional Office as well as information concerning this program may be obtained by contacting the Senior Staff Office, Animal Care Staff, USDA/APHIS, Federal Center Building, Hyattsville, Maryland 20782.

(END OF STANDARD PROVISION)

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

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

(a) Except as modified by the schedule of this grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the recipient by USAID or by the cooperating country, shall at all times be in the name of the cooperating country or such public or

private agency as the cooperating country may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the schedule of this award. All such property shall be under the custody and control of recipient until the owner of title directs otherwise or completion of work under this award or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

(b) The recipient shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The recipient shall take all reasonable steps to comply with all appropriate directions or instructions which the Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.

(c) The recipient shall prepare and establish a program, to be approved by the appropriate USAID Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient shall be guided by the following requirements:

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

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

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

(iii) The location of each item of property acquired or furnished under this award.

(iv) A record of any usable components which are permanently removed from items of cooperating country property as a result of modification or otherwise.

(v) A record of disposition of each item acquired or furnished under the award.

(vi) Date of order and receipt of any item acquired or furnished under the award.

(vii) The official property control records shall be kept in such condition that at any stage of completion of the work under this award, the status of property acquired or furnished under this award may be readily ascertained. A report of current status of all items of property acquired or furnished under the award shall be submitted yearly concurrently with the annual report.

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

(i) disclosure of need for and the performance of preventive maintenance,

(ii) disclosure and reporting of need for capital type rehabilitation, and

(iii) recording of work accomplished under the program:

(A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of maintenance - The recipient's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

(C) A report of status of maintenance of cooperating country property shall be submitted annually concurrently with the annual report.

(d) Risk of Loss:

(1) The recipient shall not be liable for any loss of or damage to the cooperating country property, or for expenses incidental to such loss or damage except that the recipient shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the recipient's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the recipient's business, or all or substantially all of the recipient's operation at any one plant, laboratory, or separate location in which this award is being performed;

(ii) Which results from a failure on the part of the recipient, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:

(A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of cooperating country property as required by (i) above, or

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

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



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

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

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

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

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

(i) The lost, destroyed, or damaged cooperating country property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the cooperating country property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

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

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

execution of instruments or assignments in favor of the Government) in obtaining recovery.

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

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

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

(END OF STANDARD PROVISION)

**10. PUBLIC NOTICES (AUGUST 1992)**

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

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

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."

The recipient may call on USAID's Office of External Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the cognizant technical officer and to USAID's Office of External Affairs as far in advance of release as possible.

(END OF STANDARD PROVISION)

**11. COMMUNICATIONS PRODUCTS (October 1994)**

This provision shall be included in every award over \$25,000.

(a) Definition - Communications products are any printed material (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the agreement or approved in writing by the agreement officer. A copy of the standards for USAID-financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the agreement schedule or in writing by the Agreement Officer:

(1) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(2) Any communication products that will be sent directly to, or is likely to be seen by, a Member of Congress or Congressional staffer.

(3) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to PPC/CDIE and other USAID/W offices for internal use).

(End of Standard Provision)

**12. COST SHARING (MATCHING) (April 1998)**

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

(a) If at the end of any year (or funding period) hereunder, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the difference may be applied to reduce the amount of USAID incremental funding the following year (or funding period), or, if the award has expired or has been terminated, the difference shall be refunded to USAID.

(b) The source, origin and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

(END OF STANDARD PROVISION)

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

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

a) USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who

is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

b) (1) For any loan over \$1000 made under this agreement, the recipient shall insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

(2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

c) (1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.

2) The recipient shall insert the following clause, or its substance, in its agreement with the Designated Subrecipient:

"The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Subrecipient] or a key individual of the [Subrecipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140."

(END OF STANDARD PROVISION)

**MANDATORY STANDARD PROVISIONS FOR NON-U.S., NONGOVERNMENTAL RECIPIENTS**

- |                                 |  |
|---------------------------------|--|
| 1. Allowable Costs              | 8. Debarment, Suspension, and Other Responsibility Matters |
| 2. Accounting, Audit, & Records | 9. Investment Promotion                                    |
| 3. Refunds                      | 10. Nonliability   |
| 4. Revision of Award Budget     | 11. Amendment  |
| 5. Termination and Suspension   | 12. Notices  |
| 6. Disputes                     | 13. Metric System of Measurement                           |
| 7. Ineligible Countries         |  |

**1. ALLOWABLE COSTS (OCTOBER 1998)**

(a) The recipient shall be reimbursed for costs incurred in carrying out the purposes of this award which are determined by the Agreement Officer to be reasonable, allocable, and allowable in accordance with the terms of this award and the applicable\* cost principles in effect on the date of this award. The recipient may obtain a copy from the Agreement Officer. Brief definitions of what may be considered as reasonable, allocable, and allowable costs are provided below, however, it is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable set of Cost Principles.

(1) Reasonable. Shall mean those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.

(2) Allocable Costs. Shall mean those costs which are incurred specifically for the award.

(3) Allowable Costs. Shall mean those costs which conform to any limitations in the award.

(b) Prior to incurring a questionable or unique cost, the recipient shall obtain the Agreement Officer's written determination on whether the cost will be allowable.

(c) It is USAID policy that no funds shall be paid as profit or fee to a recipient under this agreement or any subrecipient. This restriction does not apply to contractual relationships under this agreement.

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\*NOTE: For educational institutions use OMB Circular A-21; for all other non-profit organizations use OMB Circular A-122; and for profit making firms use Federal Acquisition Regulation 31.2 and USAID Acquisition Regulation 731.2.

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**2. ACCOUNTING, AUDIT, AND RECORDS (OCTOBER 1998)**

(a) The recipient shall maintain financial records, supporting documents, statistical records and all other records pertinent to the award in

accordance with generally accepted accounting principles formally prescribed by the U.S., the cooperating country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to sufficiently substantiate charges to this award. Accounting records that are supported by documentation will as a minimum be adequate to show all costs incurred under the award, receipt, and use of goods and services acquired under the award, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the recipient records and subrecipient records which pertain to this award shall be retained for a period of three years from the date of submission of the final expenditure report and may be audited by USAID and/or its representatives.

(b) Foreign for-profit and non-profit organizations that expend \$300,000 or more per their fiscal year in "USAID awards", i.e. as recipients or subrecipients of USAID grants or cooperative agreements, or as cost reimbursable subcontractors of USAID grants or cooperative agreements, shall have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General.

(c) Foreign for-profit and non-profit organizations expending less than \$300,000 per their fiscal year under USAID cost-reimbursable contracts, grants, cooperative agreements, or agreements with host governments shall be exempt from the above financial audit requirements, but are subject to the requirement to make records available upon request for review by USAID officials or their designees.

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

(e) Foreign organizations that provide USAID resources to other organizations to carry out the USAID program and activities shall be responsible for monitoring their subcontractors or subgrantees. Allowable costs for limited scope subrecipient audits charged to USAID funds shall be limited to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort; earmarking; and reporting.

(f) The audit report shall be submitted to USAID within 30 days after completion of the audit; the audit shall be completed, and the report submitted, not later than 9 months after the close of the recipient's fiscal year. The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. No audit costs may be charged to this award if audits have not been made in accordance with the terms of this provision. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all or a percentage of disbursements until the audit is satisfactorily completed.

(g) This provision in its entirety shall be incorporated into all subawards with non-U.S. organizations which meet the \$300,000 threshold as described at paragraph (b) of this Provision. Subawards to non-U.S. organizations which are for more than \$10,000 but do not meet the \$300,000 threshold shall at a minimum incorporate paragraph (d) of this Provision. Subawards of grants and cooperative agreements made to U.S. organizations shall state that the U.S.

organization is subject to the audit requirements contained in OMB Circular A-133.

**3. PAYMENT ADVANCES AND REFUNDS (OCTOBER 1998)**

(a) Recipients shall maintain advances of USAID funds in interest bearing accounts, unless:

(1) the recipient receives less than \$120,000 in U.S. Government awards per year;

(2) the best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on U.S. Government cash balances; or

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

(b) Interest earned on advances will be remitted to USAID. However, the recipient may retain up to \$250 of interest earnings per account per year, for administrative expenses.

(c) At the time the award expires or is terminated, the following types of funds shall immediately revert to USAID:

(1) USAID has obligated funds to the award, but has not disbursed them to the recipient; or

(2) USAID has advanced funds to the recipient, but the recipient has not expended them.

Notwithstanding (c) (1) and (2) above, funds which the recipient has obligated in legally binding transactions applicable to this award will not revert to USAID.

(d) USAID reserves the right to require refund by the recipient of any amount which the recipient did not spend in accordance with the terms and conditions of this award. In the event that a final audit has not been performed prior to the closeout of this award, USAID retains the right to a refund until all claims which may result from the final audit have been resolved between USAID and the recipient.

**4. REVISION OF AWARD BUDGET (OCTOBER 1998)**

(a) The approved award budget is the financial expression of the recipient's program as approved during the award process.

(b) The recipient is required to report deviations from budget and program plans, and request prior approvals from the Agreement Officer for any of the following reasons:

(1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.

(2) To change a key person where specified in the award, or allow a 25% reduction in time devoted to the project.

(3) Additional funding is needed.

(4) Where indirect costs have been authorized, the recipient plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.

(5) The inclusion of costs that require prior approval in accordance with the applicable set of Cost Principles.

(6) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.

(7) The recipient intends to contract or subaward any of the work under this award, and such contracts or subawards were not included in the approved award budget.

(c) If specified in the Schedule of the award, the recipient may be further restricted from transferring funds among cost categories. Such a restriction would require the recipient to get the prior approval of the Agreement Officer before making budget shifts which expect to exceed 10% of the total budget.

(d) USAID is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under the award. If the total obligated amount under the award has been increased, the Agreement Officer will notify the recipient in writing of the increase and specify the new total obligated award amount.

**5. TERMINATION AND SUSPENSION (OCTOBER 1998)**

(a) The Agreement Officer may terminate this award at any time, in whole or in part, upon written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.

(b) This award may be terminated at any time, in whole or in part, by the Agreement Officer with the consent of the recipient. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the award to be terminated. The agreement to terminate shall be set forth in a letter from the Agreement Officer to the recipient.

(c) This award may be terminated at any time in whole or in part by the recipient upon sending written notification to the Agreement Officer with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if USAID determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, USAID may terminate the award in its entirety in accordance with paragraphs (a) or (b) above.

(d) If at any time USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United States or



would be in violation of an applicable law, then USAID may, following notice to the recipient, suspend or terminate this award in whole or part and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then USAID may terminate this award on written notice to the recipient and cancel that portion of this award which has not been disbursed or irrevocably committed to third parties.

(e) Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the recipient shall take immediate action to minimize all expenditures and obligations financed by this award and shall cancel such unliquidated obligations whenever possible. Except as provided below, the recipient shall not incur costs after the effective date of termination.

The recipient shall within 30 calendar days after the effective date of such termination repay to the U.S. Government all unexpended USAID funds which are not otherwise obligated by a legally binding transaction applicable to this award. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover the recipient's obligations in the legally binding transaction, the recipient may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The Agreement Officer shall determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with the applicable Cost Principles.

This provision must be included in all subagreements.

**6. DISPUTES (OCTOBER 1998)**

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

(b) Decisions of the USAID Agreement Officer shall be final unless, within 30 days of receipt of the decision of the Agreement Officer, the recipient appeals the decision to USAID's Assistance Executive. Any appeal made under this provision shall be in writing and addressed to the Assistance Executive, U.S. Agency for International Development, Office of Procurement, 1300 Pennsylvania Ave, N.W., Washington, D.C. 20523. A copy of the appeal shall be concurrently furnished to the Agreement Officer.

(c) In order to facilitate review on the record by the Assistance Executive, the recipient shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

(d) A decision under this provision by the Assistance Executive shall be final.

**7. INELIGIBLE COUNTRIES (MAY 1986)**

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the

Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

**8. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (MARCH 1989).**

(1) The recipient certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs". The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (MARCH 1989)

The recipient/contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in 22 CFR Part 208.

**9. INVESTMENT PROMOTION (JANUARY 1994)**

No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the

production of, and reduces the number of employees at, said enterprise in the United States.

No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID.

No funds or other support provided hereunder may be used in a project or activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

This provision must be included in all subagreements.

**10. NONLIABILITY (NOVEMBER 1985)**

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

**11. AMENDMENT (OCTOBER 1998)**

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

**12. NOTICES (OCTOBER 1998)**

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

To the USAID Agreement Officer and Cognizant Technical Officer, at the addresses specified in the award. To recipient, at recipient's address shown in the award or to such other address designated within the award.

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

**13. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)**

Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the Agreement Officer in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

(END OF MANDATORY STANDARD PROVISIONS)

**USEFUL WEBSITES**

1. [www.usaid.gov](http://www.usaid.gov) - USAID information
2. For all USAID regulations/forms  
<http://www.usaid.gov/pubs/ads/300/refindx3.htm>

STANDARD FORMS 424 AND 424A

INSTRUCTIONS FOR COMPLETION AND SAMPLE

BHR/PVC CAPABLE PARTNERS PROGRAMMATIC OBJECTIVES (CAP)

D. Standard Form 424

OMB Approval No. 0348-0043

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application ___ Construction ___X___ Non-Construction Reapplication NA ___ Construction ___ Non-Construction		2. DATE SUBMITTED	Applicant Identifier  NA														
		3. DATE RECEIVED BY STATE  NA	State Application Identifier  NA														
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier  NA														
		5. APPLICATION INFORMATION															
Legal Name:  Address (give only county, state, and zip code):		Organizational Unit  Name and telephone number of person to be contacted on matters involving this application (give area code)															
6. EMPLOYER IDENTIFICATION NUMBER (EIN): Letter of Credit Number: DUNS:		7. TYPE OF APPLICATION: (enter appropriate letter in box)..... <span style="border: 1px solid black; padding: 2px;">M</span> A. State B. County C. Municipal D. Township E. Interstate F. Inter-municipal G. Special Dist. H. Independent School Dist I. State Controlled Institution of Higher Learning J. Indian Tribe K. Individual L. Profit Organization M. Other (specify)															
8. TYPE OF APPLICATION ___X___ New ___ Continuation ___ Revision If Revision, enter appropriate letter(s) in box(es) ..... <span style="border: 1px solid black; display: inline-block; width: 40px; height: 15px; vertical-align: middle;"></span> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify):																	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:  NA  TITLE:		9. NAME OF FEDERAL AGENCY  USAID/BHR/PVC															
12. AREAS AFFECTED (Cities, Counties, States, etc.):		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:															
13. PROPOSED PROJECT  <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:20%;">START DATE</th> <th style="width:20%;">END DATE</th> </tr> <tr> <td> </td> <td> </td> </tr> </table>		START DATE	END DATE			14. CONGRESSIONAL DISTRICTS OF: a. Applicant NA b. Project NA											
START DATE	END DATE																
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?  a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS REVIEW ON:  DATE  B. NO. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">a. Federal</td> <td style="width:15%;">\$</td> </tr> <tr> <td>b. Applicant</td> <td>\$</td> </tr> <tr> <td>c. State</td> <td>\$ NA</td> </tr> <tr> <td>d. Local</td> <td>\$ NA</td> </tr> <tr> <td>e. Other</td> <td>\$</td> </tr> <tr> <td>f. Program Income</td> <td>\$</td> </tr> <tr> <td>g. TOTAL</td> <td>\$</td> </tr> </table>		a. Federal	\$	b. Applicant	\$	c. State	\$ NA	d. Local	\$ NA	e. Other	\$	f. Program Income	\$	g. TOTAL	\$		
a. Federal	\$																
b. Applicant	\$																
c. State	\$ NA																
d. Local	\$ NA																
e. Other	\$																
f. Program Income	\$																
g. TOTAL	\$																
17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? _____ Yes If "Yes", attach an explanation _____ No																	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.																	
a. Type Name of Authorized Representative		b. Title	c. Telephone Number														
d. Signature of Authorized Representative		e. Date Signed															

**INSTRUCTIONS FOR THE SF 424**

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

- | Item:   | Entry:  |
|---|---|
| 1. Self-explanatory.  | map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.   |
| 2. Date application submitted to Federal agency (or State if applicable) & applicant's control number (if applicable).  | 12. List only the largest political entities affected (e.g., State, counties, cities).  |
| 3. State use only (if applicable).  | 13. Self-explanatory.   |
| 4. If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank.  | 14. List the applicant's Congressional District and any District(s) affected by the program or project.   |
| 5. Legal name of applicant, name of primary organizational unit, which will undertake the assistance activity, complete address of the applicant, and the name and telephone number of the person to contact on matters related to this application.  | 15. Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15. |
| 6. Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.  | 16. Applications should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State inter government review process.  |
| 7. Enter the appropriate letter in the space provided.  | 17. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances loans and taxes.  |
| 8. Check appropriate box and enter appropriate letter(s) in the space(s) provided:<br>- "New" means a new assistance award.<br>- "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.<br>- "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. | 18. To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)   |
| 9. Name of Federal agency from which assistance is being requested with this application.   | <b>SF 424 Back (Rev. 4-92)</b>  |
| 10. Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.   |   |

- | Item:   | Entry: |
|---|--------|
| 11. Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a |        |

**Standard Form 424A**  
**Budget Information - Non-Construction Programs**

SECTION A - BUDGET SUMMARY						
Grant Program Function Or Activity {a}	Catalog of Federal Domestic Assistance Number {b}	Estimated Unobligated Funds		New or Revised Budget		
		Federal {c}	Non-Federal {d}	Federal {e}	Non-Federal {f}	Total {g}
1. Headquarters	\$ NA	\$ NA	\$ NA	\$	\$	\$
2. Field	NA	NA	NA			
3. NA	NA	NA	NA	NA	NA	NA
4. NA	NA	NA	NA	NA	NA	NA
5.TOTALS	\$ NA	\$ NA	\$ NA	\$	\$	\$
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	USAID PROGRAM		RECIPIENT FUNDS		Total {g}	
	(1) Federal	(2) Non-Federal	{3}	{4}		
a. Personnel (1)	\$	\$	\$ NA	\$ NA	\$	
b. Fringe Benefits (1)			NA	NA		
c. Travel (1)			NA	NA		
d. Equipment (3)			NA	NA		
e. Supplies (3)			NA	NA		
f. Contractual (3)			NA	NA		
g. Construction N/A			NA	NA		
h. Other (1), (2) (see notes)			NA	NA		
i. Total Direct Charges (sum of 6a-6h)			NA	NA		
j. Indirect Charges (4)			NA	NA		
k. TOTALS (sum of 6i and 6j)	\$	\$	\$	\$	\$	
7. Program Income	\$	\$	\$	\$	\$	



**STANDARD FORM 424A (cont'd)**

<b>SECTION C - NON-FEDERAL RESOURCES</b>					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Headquarters	\$	\$ NA	\$	\$	
9. Field		NA			
10. NA	NA	NA	NA		
11. NA	NA	NA	NA		
12. TOTAL (sum of lines 8-11)	\$	\$ NA	\$	\$	
<b>SECTION D - FORECASTED CASH NEEDS</b>					
13. Federal	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th quarter
	\$	\$	\$	\$	\$
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)					
<b>SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT</b>					
(a) Grant Program	Future Funding Periods				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. Headquarters	\$	\$	\$	\$	
17. Field					
18. NA	NA	NA	NA	NA	
19. NA	NA	NA	NA	NA	
20. TOTAL (sum of lines 16-19)	\$	\$	\$	\$	
<b>SECTION F - OTHER BUDGET INFORMATION</b>					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					

**Standard Form 424A (cont'd.)**  
**INSTRUCTIONS FOR THE SF 424A**

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Public reporting burden for this collection of information is estimated to average 180 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

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**General Instructions**

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines, which prescribe how, and whether budgeted amounts should be separately show for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Section A, B, C and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

*For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).*

**Line 5 - Show the totals for all columns used.**

SF 424A (Rev. 4-92) Page 3

**Section A. Budget Summary Lines 1-4 Columns (a) and (b)**

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in *Column (a)* and the respective catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring

the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

**Lines 1-4, Columns (c) through (g)**

*For new applications*, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

*For continuing grant program applications*, submit these forms before the end of each funding period as required by the grantor agency. Enter in Column (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

## Standard Form 424A (cont'd.)

### INSTRUCTIONS FOR THE SF 424A (continued)

#### Section B. Budget Categories

In the column headings (1) enter Federal, and (2) enter Non-Federal. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

**Lines 6a-i** - Show the totals of Lines 6a to 6h in each column.

**Line 6j** - Show the amount of indirect cost.

**Line 6k** - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

**Line 7** - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

#### Section C. Non-Federal Resources

**Lines 8-11** - Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

**Column (a)** - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

**Column (b)** - Enter the contribution to be made by the applicant.

**Column (c)** - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants who are a State or State agencies should leave this column blank.

**Column (d)** - Enter the amount of cash and in-kind contributions to be made from all other sources.

**Column (e)** - Enter totals of Columns (b), (c), and (d).

**Line 12** - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f) Section A.

#### Section D. Forecasted Cash Needs

The following object class categories are those required on USAID Form 424A (Section B - Budget Categories):

##### a. Personnel

The category includes the salary of each long-term and short-term, paid position for the total estimated life-of-project, except consultants, and the projected cost-of-living or bonus/merit increase for each position.

**Line 13** - Enter the amount of cash needed by quarter from the grantor agency during the first year.

**Line 14** - Enter the amount of cash from all other sources needed by quarter during the first year.

**Line 15** - Enter the totals of amounts on Lines 13 and 14.

#### Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

**Lines 16-19** - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

**Line 20** - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

#### Section F. Other Budget Information

**Line 21** - Use this space to explain amounts for individual direct object-class cost categories that may appear to be out of the ordinary or to explain the details as required by Federal grantor agency.

**Line 22** - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

**Line 23** - Provide any other explanations or comments deemed necessary.

b. **Fringe Benefits**

This category includes the amount and percentage of fringe benefits for each headquarters and field personnel identified above. Include here all allowances such as housing, schooling, leave benefits, and other items.

c. **Travel**

This category includes all projected travel, per diem and other related costs for personnel **except** consultants. Include the method by which airfare costs were determined; i.e. quotes for coach and if per diems are based on established policies.

d. **Equipment**

In accordance with 22 CFR 226, 'equipment' means tangible non-expendable personal property, including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Information should be included in the application on how pricing was determined for each piece of the equipment.

There are statutory constraints relating to the purchase of agricultural commodities, motor vehicles, pharmaceuticals, pesticides, rubber compounding chemicals and plasticizers, used equipment and fertilizer with USAID project funds. Applicants may obtain specific information on these regulations on USAID Web Site at <http://www.usaid.gov/pubs/ads>.

e. **Supplies**

In accordance with 22 CFR 226, 'supplies' means all personal property excluding equipment, intangible property, debt instruments and interventions.

f. **Contractual Services**

This category is for all subcontracts with organizations, which will provide services to the project and any short- or long-term consultant cost including fees, travel and per diem. This category is not to be used for sub-grants, which should be included in other.

g. **Construction**

N/A

h. **Other**

Applicants are to identify all costs associated with training of project personnel.

Applicants planning to use USAID funds to send project staff or local counterparts for training in the U.S. or a country other than the host country, will be required to follow the guidance on USAID Participant Training Regulations, which may be found on the USAID Web Site <http://www.usaid.gov/pubs/ads>.

The Applicant should provide information on any costs attributed to the project not associated above; i.e. communications, facilities, fuel vehicles, repair, maintenance and insurance.

Include in this budget class category all subgrants.

**i. Indirect Charges**

Include a copy of the Applicant's most recent negotiated indirect cost rate agreement (NICRA) from cognizant audit agency showing the overhead and/or general administrative rate. In the absence of a NICRA all costs must be charged as direct costs.

USAID Form 424A, Section C should reflect the Applicant's and other sources' cash contribution to this program, if applicable. A cash match means that funds are used to support the budget elements discussed above. The cash value of donated equipment or supplies, must be documentable.

**A narrative that justifies the costs as appropriate and necessary for the successful completion of the program should be attached to USAID Form 424. The narrative must provide clear explanations for cost reasonableness, particularly when proposed costs exceed market rates.**

The Cooperative Agreement Budget generally has four (4) different categories called Budget Cost Elements: Program, Training, Procurement, and Indirect Costs. A sample Agreement Budget is included below. On Standard Form 424A, Section B-Budget Categories, all eleven Object Class Categories have a footnote number next to them. The footnote numbers next to the Object Class Categories correspond to one of the four Cost Elements of the Cooperative Agreement Budget. The 11 Object Class Categories fit within the four Cost Elements of the Cooperative Agreement Budget. For this application, submit only the Standard Form 424 and 424A, with the corresponding eleven (11) Object Class Categories, supported by a detailed narrative.

SAMPLE COOPERATIVE AGREEMENT BUDGET

SF 424, Sec.B, Item 6

<u>Budget Cost Element</u>	<u>Object Class Category</u>	<u>Budget Amount</u>
Program	Line a, b, c, & h	\$ _____
Procurement	Line d, e and f	\$ _____
Training	Line h	\$ _____
Indirect Costs	Line j	\$ _____
Program's Total Budget		\$ _____
Funding arrangement:		
Total USAID Amount		\$ _____
Recipient's Cost Share, if applicable		\$ _____
Total Program Funding		\$ _____

**SAMPLE ASSOCIATE AWARD FORMAT AND SCHEDULE**

Mr. John Doe  
President  
XYZ, Organization  
Anywhere, U.S.A.

Subject: Award Number \_\_\_\_\_

Dear Mr. Doe:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby awards to the XYZ Organization (herein after referred to as "XYZ" or "Recipient"), the sum of \$\_\_\_\_\_ to provide support for a program in \_\_\_\_\_ as described in the Schedule of this agreement and the Attachment 2, entitled "Program Description."

This agreement is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending \_\_\_\_\_. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This agreement is made to the XYZ, on condition that the funds will be administered in accordance with the terms and conditions as set forth in 22 CFR 226, entitled "Administration of Assistance Awards to U.S. Non-Governmental Organizations"; Attachment 1, entitled "Schedule"; Attachment 2, entitled "Program summary"; and Attachment 3 entitled "Standard Provisions." [NOTE - Do not include reference to 22 CFR 226 if Agreement is with a Non-US Organization]

Please sign the original and each copy of this letter to acknowledge your receipt of the grant, and return the original and all but one copy to the Agreement Officer.

Sincerely yours,

Agreement Officer

Attachments:

1. Schedule
2. Program summary
3. Standard Provisions

ACKNOWLEDGED:

XYZ Organization

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FISCAL DATA

A. GENERAL

1. Total Estimated USAID Amount: \$ \_\_\_\_\_
2. Total Obligated USAID Amount: \$ \_\_\_\_\_
3. Cost-Sharing Amount (Non-Federal): \$ \_\_\_\_\_
4. Project Number: \_\_\_\_\_
5. USAID Project Office: \_\_\_\_\_
6. Tax I.D. Number: \_\_\_\_\_
7. CEC Number: \_\_\_\_\_
8. LOC Number: \_\_\_\_\_

B. SPECIFIC

(as appropriate)

1. MAARD Number: \_\_\_\_\_
2. Appropriation: \_\_\_\_\_
3. Allocation: \_\_\_\_\_

Part II Sample Associate Award Format

**A. Purpose of Agreement**

The purpose of this Agreement is to provide support for the program described in Attachment 2 to this Agreement entitled "Program Description."

**B. Period of Agreement**

1. The effective date of this Agreement is \_\_\_\_\_. The estimated completion date of this Agreement is \_\_\_\_\_.

[Note - For incrementally funded agreements or where pre-award expenses are authorized add the following sentence:]

2. Funds obligated hereunder are available for program expenditures for the estimated period \_\_\_\_\_ to \_\_\_\_\_ as shown in the Agreement budget below.

**C. Amount of Award and Payment**

[Note - For fully funded agreements use the following:]

1. USAID hereby obligates the amount of \$ \_\_\_\_\_ for purposes of this Agreement.

2. Payment shall be made to the Recipient by \_\_\_\_\_ (Note - state method) in accordance with procedures set forth in \_\_\_\_\_. [Note - for U.S. Organizations cite 22 CFR 226; for Non-US Organizations reference attached Standard Provisions. Agreement Officer must select a method of payment in accordance with the applicability requirements set forth in 22 CFR 226; i.e., letter of credit, advance payment, or reimbursement.]

- or -

[For incrementally funded awards use the following in lieu of the above:]

1. The total estimated amount of this Award for the period shown in B.1 above is \$ \_\_\_\_\_.

2. USAID hereby obligates the amount of \$ \_\_\_\_\_ for program expenditures during the period set forth in B.2. above and as shown in the Budget below. The recipient will be given written notice by the Agreement Officer if additional funds will be added. USAID is not obligated to reimburse the recipient for the expenditure of amounts in excess of the total obligated amount.

3. Payment shall be made to the Recipient by \_\_\_\_\_ (Note - state method) in accordance with procedures set forth in \_\_\_\_\_. [Note - for U.S. Organizations cite 22 CFR 226; for Non-US Organizations reference attached Standard Provisions. Agreement Officer must select a method of payment in accordance with the applicability requirements set forth in 22 CFR 226; i.e., letter of credit, advance payment, or reimbursement.]



4. Additional funds up to the total amount of the grant shown in C.1 above may be obligated by USAID subject to the availability of funds, satisfactory progress of the project, and continued relevance to USAID programs.

**D. Budget**

[Note - the items included in the Budget, including local cost financing items, should relate to the results, activities or functions described in Attachment 2 - Program summary, not to specific cost items (such as salaries or travel) except for those listed at items 4-6 below. However, at the discretion of the Agreement Officer, an alternative budget may be appropriate.]

The following is the Agreement Budget, including local cost financing items, if authorized. Revisions to this budget shall be made in accordance with \_\_\_\_\_. [Note - For U.S. Organizations cite 22 CFR 226.25; for Non-US refer to Standard Provision entitled "Revision of Grant Budget."]

	Total*		
	From** __to** __	From** __to** __	From** __to** __
Cost Element	\$U.S. Local Currency	\$U.S. Local Currency	\$U.S. Local Currency
1.			
2.			
3.			
4. Training			
5. Procurement			
6. Indirect Costs overhead			
7. Total	\$ _____	_____	_____

\* Use all three columns for incrementally funded grants, otherwise use only this column.

\*\* Insert effective and expiration dates of grant or obligation/funding dates.

**E. Reporting and Evaluation**

1. Financial Reporting

The Recipient shall submit \_\_\_\_ (an original and two copies of \_\_\_\_\_)  
 [Note - Agreement Officer to determine type of report, frequency of reporting periods and address]. Financial Reports shall be in keeping with \_\_\_\_\_  
 [Note - for US Organizations add: 22 CFR 226.52; for Non-US refer to appropriate Standard Provision]. For U.S. Organizations under Letter of Credit the following language shall be used:

"In accordance with 22 CFR 226.52 the SF 269 and 272 will be required on a quarterly basis. The recipient shall submit these forms in the following manner:

1) The SF 272 and 272a (if necessary) will be submitted via electronic format to the U.S. Department of Health and Human Services (<http://www.dpm.psc.gov>). A copy of this form shall also be simultaneously submitted to the Agreement Officer [NOTE: if Agreement Officer desires a copy] and the Cognizant Technical Officer.

2) The SF 269 or 269a (as appropriate) shall be submitted to the Cognizant Technical officer with one copy to the Agreement Officer [NOTE: if Agreement Officer desires]

**\* 3) In accordance with 22 CFR 226.70 - 72 [Note: for Non-US organizations refer to appropriate Standard Provision] the original and two copies of final financial reports shall be submitted as follows: M/FM, the Agreement Officer (if requested) and the CTO. The electronic version of the final SF 272 or 272a shall be submitted to HHS in accordance with paragraph (1) above.**

## 2. Program Reporting

The Recipient shall submit \_\_\_\_\_ [Note - specify number of copies, not to exceed the original and two copies] of a performance report to \_\_\_\_\_ [Note - specify name and title of Cognizant Technical Officer and the Agreement Officer, if desired, along with address]. The performance reports are required to be submitted \_\_\_\_\_ [Note - state frequency, not to exceed quarterly] and shall contain the following information \_\_\_\_\_ [Note - state reporting requirements, as related to the Program Description].

### Final Report

The Recipient shall submit the original and one copy to \_\_\_\_\_ [Note - specify name and title of Cognizant Technical Officer and the Agreement Officer, if desired, along with address] and one copy to USAID Development Experience Clearinghouse, ATTN: Document Acquisitions, 1611 N. Kent Street, Suite 200, Arlington, VA 22209-2111 (or e-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org)). (NOTE - Agreement Officer to verify ADS 540 for detailed information on which categories of development experience documents should or should not be submitted to CDIE and appropriate format for electronic transmission.) The final performance report shall contain the following information \_\_\_\_\_ [Note - state reporting requirements, as related to the Program Description].

## F. Special Provisions

[Note - Use this paragraph to delete inapplicable Standard Provisions or to add provisions of special applicability as authorized. Included should be waivers, including authorized local cost financing, and any alterations to the Standard Provisions or 22 CFR 226 which have been approved as deviations for the specific award.]

**G. Indirect Cost Rate**

[Note - Establish the applicable indirect cost rate(s), base(s) on which they apply, and the Grantee's accounting period(s) they cover, as provided in the appropriate Standard Provision. If an Indirect Cost Rate Agreement has been executed by USAID or a cognizant Federal agency, such rate(s) are required to be incorporated herein if such costs are covered by the grant. The most current overhead information should be obtained from the Overhead and Special Costs and Contract Close-Out Branch (M/OP/PS/OCC).]

**H. Title to Property**

[Note - Specify to whom title will vest for property, by category if appropriate.]

[Note - For awards having a procurement element greater than \$250,000, add the following:]

**I. Authorized Geographic Code**

The authorized geographic code for procurement of goods and services under this grant is \_\_\_\_\_.

[Note - For awards with a cost-share element add the following:]

**J. Cost Sharing**

The Recipient agrees to expend an amount not less than \_\_\_\_\_ [Note - put in percentage] of the total activity costs.

[For awards with US or Non-US Organizations which may generate Program Income add the following:]

**K. Program Income**

The Recipient shall account for Program Income in accordance with 22 CFR 226.24 (or the Standard Provision entitled Program Income for non-U.S. organizations).

Program Income earned under this award shall be applied and used as follows:

[Note - Agreement Officers in consultation with the Technical Officer must decide how Program Income will be applied: 1) added to the Project; 2) used to finance the non-Federal share; or 3) deducted from the total Federal share. All three may be picked as long as a descending order (ie. "excess amounts may be applied to another alternative") is established in accordance with 22 CFR 226.24. Agreement Officers are encouraged to be as specific as possible in detailing the appropriate types of activities Program Income may be applied for when using the additive option as described at 226.24(b)(1).

## LIST OF VOLUNTEER ORGANIZATIONS

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