



YOUTH:WORK *Jordan*

Grants Manual for Second-Tier Grants

USAID Cooperative Agreement
No. 278-A-00-09-00306-00

Under Leader with Associates Cooperative Agreement
No. EPP-A-00-08-00006-00

TABLE OF CONTENTS

Introduction	4
Acronyms.....	5
Terms and Definitions	5
1. What is the purpose of this manual?.....	7
2. What is the audience for this manual?.....	7
Grants and Grant Types	7
3. What is a grant?.....	7
4. What are the purpose and goals of the grants program?	7
5. What types of grants are available from the YWJ Program?.....	7
Eligibility Criteria	8
6. What organizations are eligible to apply for a grant?	8
7. Who is not eligible for grants under the YWJ Program?.....	8
8. How does my organization demonstrate that it is eligible for a grant under the YWJ Program?....	8
Call for Interest	9
9. What is the Call for Interest?.....	9
10. What is required in the Expression of Interest?	9
11. How do I learn more about submitting an Expression of Interest?.....	10
12. How will the Expressions of Interest be evaluated?.....	10
Applying for a Grant	10
13. What happens after my organization is shortlisted?.....	10
14. How do I apply for a grant?.....	11
Developing the Program Description	12
Budgeting	13
Reasonable Costs	14
15. What is the budget ceiling for grants issued to CBOs?.....	14
16. What is the required format for submitting a grant application?	14
Evaluation of Applications	14
17. How will my grant application be evaluated?.....	14
18. How will I know if my grant application has been shortlisted or rejected?	15
19. What happens after my grant application is considered potentially successful?	15
Governance Review.....	16
Financial Review.....	16
Organizational Capacity Review.....	17
Grant Agreements and Responsibilities under them	17
20. What is a grant agreement?	17
21. What are my responsibilities if my organization is awarded a grant?.....	19
Grants Management and Administration	19
22. What can my organization spend grant funds on?.....	19
23. What types of costs are not allowable under any grant?.....	20
24. What procurement procedures should my organization follow?	20

25.	What reporting requirements will my organization follow if we are awarded a grant?	21
	Programmatic reports	21
	Financial reports.....	22
	Administrative reports	22
26.	How else will CNGOs administer and monitor grant activities?	22
	Site Visits	22
	Grant agreement amendments.....	22
	Capacity Building	23
27.	Will the YWJ Program fully fund my grant?	23
28.	What is the close-out process?	23

List of Attachments

Attachment 1: YWJ Call for Interest

Attachment 2: YWJ Call for Interest application

Attachment 3: Expression of Interest scoring sheet

Attachment 4: Grant application guidelines

Attachment 5: Grant application form

Attachment 6: Pre-Award Assessment

Attachment 7: Grant agreement template

INTRODUCTION

Youth:Work Jordan (YWJ) is a five-year USAID funded program that seeks to improve the job and livelihood prospects of highly vulnerable Jordanian youth between the ages of 15 and 24. Through a unique alliance, the International Youth Foundation is partnering with USAID, the Jordanian Ministry of Social Development, and well respected national and local organizations across Jordan to improve and expand community-based social services, with an overarching focus on promoting the employability and civic engagement of Jordan's youth. Youth:Work Jordan has four key goals:

- To provide greater access to life, employability and entrepreneurship skills through training, internships, and job placement
- To deliver youth-friendly services that effectively respond to young people's needs and are relevant to their lives
- To support young people in improving their own communities through small scale infrastructure and rehabilitation projects
- To generate knowledge and lessons learned around youth employment programming that can be used to improve policy development and promote systemic change; scale up successful models; and be shared with the global community.

This Youth:Work Jordan Grants Manual for Second Tier Grants is a consolidated resource for Community Based Organizations (CBOs) or other eligible organizations for them to better understand the second-tier grant making process under YWJ. A second tier grantee is an organization like a CBO that is eligible to receiving a sub-grant of USAID funds from a Youth:Work Jordan Coordination Non Governmental Organization or CNGO, which is a direct "first-tier" grantee of the International Youth Foundation. This Manual provides guidance for CBOs in a easy to understand question and answer format that and is written in accordance with IYF policies and procedures, USAID rules and regulations, and the terms of the USAID cooperative agreement for the YWJ program.

This grants manual includes the following main sections:

Acronyms & Terms and Definitions: This section provides definitions for many of the acronyms and terms commonly used in the manual and attachments.

Questions & Answers: This section provides comprehensive guidance to applicants and grantees throughout the entire process of grant making under Youth:Work Jordan. It is designed to be a stand-alone resource document containing information regarding the application process, the grant agreement instrument, management and administration of grant activities, and full program close-out. It also references additional resources that are included as attachments. As we develop and improve the Youth:Work Jordan program, this grants manual may be subject to revision. In the event that this grants manual is modified, all YWJ all first and second tier subgrantees will be provided a copy of the revisions.

Attachments: The attachments are documents referenced in the grant manual that are used by YWJ throughout the solicitation, selection, award, and administration of grants.

Acronyms

<i>CBO</i>	Community Based Organization
<i>CNGO</i>	Coordination Non-Governmental Organization
<i>IYF</i>	International Youth Foundation
<i>MOSD</i>	Ministry of Social Development
<i>USAID</i>	United States Agency for International Development
<i>YWJ</i>	Youth:Work Jordan

Terms and Definitions

<i>Applicant</i>	Any organization or association that submits an application for a YWJ grant or sub-grant
<i>Budget</i>	A detailed breakdown of funds allocated for implementation of grant activities
Call for Interest	An open request for Community Based Organizations to submit an Expression of Interest to implement a project under YWJ
<i>CNGO</i>	“Coordination NGO” – in YWJ, the CNGO works closely with IYF and other key partners and serves a coordinating role within target communities by managing sub-grants to implementing organizations, identifying leverage opportunities, monitoring and evaluating activities, collecting and sharing lessons learned, etc. CNGO’s have received USAID funded grants from IYF to serve in this role and are considered “first tier” subgrantees of IYF. They provide grants to second-tier subgrantees like CBOs.
<i>Due Diligence</i>	A review of an organization that is undertaken before a grant is issued to gauge whether the organization is appropriate and capable to receive a grant.
Expression of Interest	A CBO’s response to the YWJ Call for Interest in which a CBO demonstrates the capacity to implement a project related to YWJ’s main objectives. Preparing an Expression of Interest is the CBO’s first step in applying for a grant under YWJ.
<i>Financial report</i>	Periodic statement of activity-related expenditures against the approved budget
<i>Grant</i>	A legal instrument used to provide support—financial and technical—to accomplish an approved activity
<i>Grant Agreement</i>	A legally binding document that establishes the legal, programmatic, financial, and administrative terms and conditions of the grant

Grant Application	A detailed and comprehensive project proposal submitted by those CBOs shortlisted after submitting an Expression of Interest
<i>Leverage</i>	Resources contributed toward Youth:Work Jordan activities from sources beyond the US government, including cash and in-kind contributions
<i>Programmatic report</i>	Report detailing progress made against programmatic objectives
<i>Program Description</i>	The technical and programmatic objectives to be accomplished under the grant and the resources required. With respect to CNGO grants, the Community Action Plan encompasses the program description.

1. What is the purpose of this manual?

This grants manual focuses on the process CNGOs will undertake to issue sub-grants to CBOs to implement activities within the main objectives of YWJ. All sub-grants are required to convey all donor requirements—specifically USAID regulations—and this manual attempts to describe both the main steps required to receive a grant and the process to follow to ensure compliance with these donor requirements.

2. What is the audience for this manual?

This manual is intended for Jordanian Community Based Organizations that are interested in or have been selected to receive a grant to promote the employability and civic engagement of Jordan’s youth under YWJ as well as the YWJ CNGOs that will administer such grants to CBOs.

GRANTS AND GRANT TYPES

3. What is a grant?

A grant is a legal mechanism used to provide funds to eligible organizations to carry out activities that are consistent with the objectives of the Youth:Work Jordan program.

4. What are the purpose and goals of the grants program?

YWJ’s grants program is designed to achieve overall YWJ program goals by supporting community-driven activities in support of the employment and civic engagement of Jordanian youth. More specifically, these grants complement the Youth:Work Jordan program’s main objectives:

- Life, Employability and Entrepreneurship skills for the 21st century;
- The provision of youth friendly services; and
- Community infrastructure/environment improvements.

Through the grants program, IYF provides direct grants to CNGOs, and CNGOs provide sub-grants to Jordanian CBOs to implement YWJ activities meeting these objectives in target communities. With grant funds, CNGOs will also strengthen the capacity of CBOs to administer and implement their grant activities.

5. What types of grants are available from the YWJ Program?

CNGOs will issue standard cost-reimbursement grant agreements to Community Based Organizations (CBOs) upon agreement that they should implement activities across program components. The standard grant agreement requirements shall apply to all grants irrespective of funding level. The structure and terms of standard grant agreements are described in greater detail in the Grant Agreements section of this manual. Grant agreements will be the foundation of partnerships with CBOs to support community-based youth development projects with funding and technical assistance.

Projects may also be implemented directly by informal youth or other groups, and IYF may approve CNGOs to use grant funding to administer these projects. Although informal groups may lead such activities, they will be financially administered by the CNGOs in compliance with their standard organizational policies and procedures. CNGOs will manage all financial transactions related to these activities, including paying the vendors, issuing non-employee reimbursements, and supporting other necessary costs for project implementation. All such transactions will be administered by the CNGOs in compliance with their standard organizational policies and procedures and any special conditions set forth in the grant agreement from IYF.

ELIGIBILITY CRITERIA

6. What organizations are eligible to apply for a grant?

CBOs that choose to pursue grant opportunities under the YWJ program must meet the minimum eligibility criteria below:

- Proof of legal registration of Jordanian community-based organizations under MOSD. Any legal Jordanian entities formed by youth under MOSD are also encouraged to apply.
- Experience working in the area of community development, preferably in the area of youth development, with clear by-laws and mandates towards community development.
- Willingness to work under the Youth:Work Jordan program.
- Eligible to receive U.S. government funds as explained below:

U.S. government funds cannot be used to support terrorist activities or organizations that have been excluded from U.S. foreign assistance, and the legal due diligence review allows for certainty that organizations applying for funds are eligible to receive funding.

CNGOs will vet board members of CBOs applying for a grant against these lists:

- U.S. Department of State: <http://www.state.gov/s/ct/rls/other/des/123085.htm>
- United Nations: www.un.org/Docs/sc/committees/1267/1267ListEng.htm
- OFAC and Excluded Parties List System (consolidated on one list): www.epls.gov

7. Who is not eligible for grants under the YWJ Program?

The following is a list of organizations not eligible for a grant under the YWJ Program:

- Local NGOs and CBOs that are not officially registered.
- International NGOs.
- Governmental organizations (entities that the Government of Jordan owns at least 50% share of or receive at least 50% of their financial support from the Government of Jordan).
- Faith-based organizations whose objectives are discriminatory and/or serve religious purposes, and/or whose main objective of the grant is of a religious nature.

8. How does my organization demonstrate that it is eligible for a grant under the YWJ Program?

CBO selection will be carried out through a competitive grants process including a Call for Interest and a Grant Application. Throughout the process, CBOs must demonstrate their capacity and interest in partnering with YWJ and its partners on YWJ activities.

Additional details are provided in the following section describing the Call for Interest and Grant Application process, but at minimum CBOs will be required to submit the following documents to demonstrate eligibility for a grant under the YWJ program:

- Proof of legal registration as a Jordanian community-based organization under MOSD;
- Current list of all Board members;
- Internal by-laws; and
- Background information including organization name, address, mission.

Also, organizations interested in applying for a grant will be expected to demonstrate the ability to:

- Directly improve the livelihoods of youth;
- Identify and scale best practices through the overall YWJ structure; and
- Generate leverage to support expansion and sustainability of program efforts.

CALL FOR INTEREST

9. What is the Call for Interest?

As the initial step in the grant making process, a Call for Interest will be widely disseminated to solicit Expressions of Interest from eligible CBOs. (*See Attachment 1 for the YWJ Call for Interest and Attachment 2 for the YWJ Call for Interest application*) The purpose of the Expression of Interest is to allow the identification of a pool of CBOs, through a thorough review process, that will be eligible to apply for grants under the YWJ program.

CBOs should review the Call for Interest to determine whether the YWJ grants program is a good opportunity based on organizational capacity and their institution's interest implementing youth-focused projects. If the CBO and its Board of Directors decides to pursue a grant, the CBO will be required to prepare an Expression of Interest as detailed below.

10. What is required in the Expression of Interest?

The Call for Interest contains a form that guides CBOs in the preparation of an Expression of Interest. This form provides detailed instructions and requests the following documents and information from CBOs:

- Background information – including name, address, organizational mission, administrative board
- Overview of activities conducted by the organization, with an emphasis on activities relevant to youth development
- Brief statements on youth development issues in the organization's neighborhood and its current activities and future plans and vision for resolving these issues as they link with YWJ's approach and/or goals:
 - Work and Employment Opportunities for Youth
 - Youth Friendly Services
 - Youth Participation and Volunteerism

Organizations responding to the Call for Interest will be asked to submit:

- Proof of legal registration at the Ministry of Social Development as a Jordanian community-based organization;

- Audited Financial Statements;
- Organizational chart;
- Internal by-laws;
- Resume of each of the following: CBO Manager, Chairman, Secretary, Treasurer/Accountant;
- Detailed bank account statement for the past six months;
- Commitment paper authenticated or signed by the legal quorum of the Board of Directors according to CBO's by-laws; and
- A copy from the minutes of meeting in which the approval of participating in this program was taken.

From the date of dissemination of the Call for Interest, CBOs will be given approximately three weeks to submit an Expression of Interest.

11. How do I learn more about submitting an Expression of Interest?

Shortly after the Call for Interest is disseminated YWJ and its CNGO partner organizations will hold orientation presentations in YWJ's six target communities. Interested CBOs are encouraged to attend the one-day orientation presentation to:

- Gain a better understanding of YWJ program goals and objectives;
- Learn about the role of Community Based Organizations under the YWJ program;
- Understand the process for responding to the Call for Interest; and
- Ask general questions, receive feedback, and get clarification about the competitive process.

12. How will the Expressions of Interest be evaluated?

CNGOs will convene an evaluation committee consisting of at least three members including representatives from the CNGOs, IYF, and MOSD. The Evaluation committee will only review Expressions of Interest submitted before the stated deadline. The Evaluation Committee will use a standard scoring sheet as a tool to evaluate Expressions of Interest and determine which CBOs are shortlisted. (*See Attachment 3 for the Scoring Sheet used to for Expressions of Interest.*) Only legally registered and eligible Jordanian-based CBOs submitting responsive Expressions of Interest will be shortlisted and invited to the next step in the grant making process.

APPLYING FOR A GRANT

13. What happens after my organization is shortlisted?

Shortlisted CBOs will be invited to attend a five-day YWJ Basic Core Training as preparation for the full YWJ Request for Application process. The YWJ Basic Core Training for shortlisted CBOs will cover the following topics:

- Proposal writing;
- Basic budgeting and financial management;
- Topics that relate to effective youth development strategies, including:
 - Employability
 - Youth Participation

- Community mapping
- Other topics and issues to assist CBOs in responding to the grant applications.

The purpose of the Basic Core training is not to provide specific or individual assistance to help CBOs prepare technical proposals. Rather, it is to build their capacity and familiarize them with the youth development process. Ultimately, the CBOs will be evaluated based on their ability to implement proposed activities.

14. How do I apply for a grant?

After the YWJ Basic Core Training, CNGOs will provide grant applications to shortlisted CBOs. *(See Attachment 4 for the Grant Application Guidelines and Attachment 5 for the Grant Application Form)* The grant application will guide the CBOs that have attended the core training on what is required for YWJ proposals. The grant application will include a comprehensive technical explanation of the specific needs of target communities that should be addressed through CBO proposals. Applicants will also be required to submit the following as annexes:

- Contact form;
- Names of current Board members and entities they represent;
- Financial statements for the last one year (preferably audited) along with financial statements for the present year (non-audited);
- The organization's by-laws;
- Copy of the organization's registration certificate;
- List of current employees and titles, identifying those who will have roles in the implementation of the program / project; and
- The resume of the key staff that will implement the proposed project.

CBOs must respond fully to all elements of the grant application. Because it is important for the competitive process to be fair and for CBOs to demonstrate their capacity to design and deliver activities under YWJ, during this time there will be no direct support provided to CBOs by CNGOs or IYF. If further information or guidance is provided to any CBOs for a particular grant application, it will be provided to all CBOs responding to that grant application.

Each grant application will be customized to the needs of the community, but they will all contain the following standard elements:

- YWJ Program Overview, including:
 - Overview of the community and problem statement
 - Explanation of the objectives to be achieved (e.g., Improved access of youth to life, employability, and entrepreneurship training)
- Demonstration of technical capacity
- Proposed Implementation Approach
- Other technical information regarding the proposed grant activity, including:
 - Strategy to build partnerships in support of the activity
 - Timeline
 - Evaluation methodology
 - Management plan

- Budget
- Additional considerations (e.g., youth should be integrated throughout all stages of project design and implementation)
- Important dates and submission instructions

CBOs will need to read the grant application carefully and devote time and resources into developing a proposal that could be considered for funding. Two important elements of the grant application are the project description and the budget. Applicants should consider the following guidance when responding to the grant application:

Developing the Program Description

The project description functions as a detailed framework for results-oriented program activities. Development and finalization of the project description requires regular communication between the CNGO and prospective partner organizations and may entail an iterative draft revision process.

Each project description is unique, but most share common elements that serve a number of functions.

A project description:

- describes the situation that is being addressed;
- explains what specific outcomes and impact an organization hopes to achieve;
- establishes a plan for how to reach the desired outcomes and impact; and
- clarifies who will benefit from the project;
- discusses where and when activities will be implemented;
- explains what type and amount of resources are required; and
- describes how the project will be managed.

Furthermore, the project description describes how project effectiveness and impact will be monitored and evaluated throughout the term of the grant. Finally, the project description includes a timeline or work plan that includes intermediate milestones that can be used to measure progress.

All proposed interventions under Youth:Work Jordan should have a focused youth mission, meet the larger goals of the YWJ program, and respond directly to the specific requirements outlined in the grant application. Project descriptions should be organized so they can be reviewed easily and systematically and should contain the following elements:

- Organizational Profile
- Project Purpose
- Target Population
- Implementation Strategy
- Implementation Timeline
- Sustainability strategy
- Leverage strategy
- Project Management Team and Project Partnerships
- Monitoring & Evaluation
- Communications Strategy

YWJ grantees can use the following questions as guidelines to ensure project descriptions are well conceived.

Project issues, goals and objectives:

1. Is the issue to be addressed by project activities clearly defined? Is the issue relevant to YWJ objectives? What makes this issue important?
2. Does the goal statement provide a vision of how the program will change the condition of youth in the long term? Does it communicate how the initial condition or issue will improve?
3. Are the objectives results oriented? Are the objectives “SMART”?
 - **S** – Specific, clear, and understandable
 - **M** – Measurable and verifiable
 - **A** – Attainable, yet sufficiently challenging
 - **R** – Relevant to the YWJ program
 - **T** – Time-bound with a schedule of specific milestone

Project Soundness:

1. Does the program description provide a clear, logical, and complete picture of how the grantee will work toward the objectives?
2. Are the timelines reasonable? Are the main activities outlined in the project description reflected in the timeline?
3. Assuming other organizations are involved in the implementation of the project, is there evidence that roles and responsibilities among stakeholders are clear and the grantee has a well structured plan for coordinating activities?

Budgeting

During budget development, the following questions can be used as a guide:

1. Are all resource requirements included in the budget?
2. Does the budget demonstrate commitment to the program through contributions by your organization?
3. Does the budget include expected leverage contributions by resource providers?
4. If another organization is expected to cover partial salaries or is contributing to other shared costs, can your organization demonstrate the cost-sharing methodology used to determine the amount budgeted?
5. If your budget includes overhead (i.e., indirect costs), is the rate based on an allocation methodology substantiated by external auditors? (If your overhead rate cannot be substantiated, overhead cannot be included in the budget—all costs must be charged directly.)

Reasonable Costs

Budgeted costs must also be considered reasonable. Reasonable costs are those deemed ordinary and necessary to carry out the activities budgeted in the project and practical for the circumstances of the funded activity. Furthermore, reasonable costs comply with generally accepted sound business practices, governing law, and the grant agreement terms and conditions.

15. What is the budget ceiling for grants issued to CBOs?

Grants will be subject to a ceiling of 50,000 JOD; CBOs should be aware that this is the maximum amount that will be considered under Youth:Work Jordan, and CNGOs will fund a range of grant activities—some very targeted activities covering a short timeframe with small budgets and others that are broader in scope with larger budgets. CBOs should budget realistically according to the needs of the proposed activity, and as explained in the following section concerning the evaluation of applications, CNGOs will analyze the scope of the proposed grant activity, capacity of the CBO, the proposed budget, the implementation timeline, and other relevant factors when determining the appropriate grant size of each successful application.

16. What is the required format for submitting a grant application?

CBOs will complete and submit a Grant Application Form provided by their CNGO. (*See Attachment 5 for the Grant Application form.*)

EVALUATION OF APPLICATIONS

17. How will my grant application be evaluated?

CBO proposals will be evaluated by the evaluation committees convened by CNGOs based on the evaluation criteria provided in the grant applications. An evaluation committee composed of at least of IYF, the CNGOs, and MOSD will be convened. USAID will participate as a nonvoting member. The Evaluation Committee will shortlist grant applications and provide authorization for further negotiation with potentially successful applicants. Other members of the committee may also be designated by these parties given technical expertise in areas relevant to the proposals.

The evaluation process will include:

- Administrative reviews to ensure the application package is complete
- Desk reviews to measure the quality of the application in light of criteria stated in the grant application.
- Field visits to those CBOs who have passed the administrative and desk reviews to assess their institutional capacity, financial capacity and status.

The desk review will use the evaluation criteria included in the grant application. Briefly, the criteria will evaluate the following areas:

- Technical aspects of the application (80 points total), based on an analysis of the following questions:

- Is the proposal clear and logical?
- Does the proposal articulate challenges, implementation activities, and results that are consistent with the Community Action Plan?
- Does the proposal demonstrate an understanding of the three key areas of the program and their interrelationships within the project or activity based on the proposed minimum standards?
- Does the proposal include outcomes and outputs that are consistent with those articulated in the Community Action Plan?
- Does the proposal demonstrate adequate institutional capacity to administer the proposed project, including proposed management plan?
- Does the proposal include plans for monitoring & evaluation, partnership building, leveraging of additional resources, and sustainability?
- Financial evaluation (20 points total), based on:
 - A logical division of budgeted expenses;
 - Leverage contributions to support project implementation; and
 - Reasonable estimations of the costs of goods and services required to implement the project.

Members of the evaluation committee will also conduct site visits to applicant organizations to further assess their capacity to carry out the proposed activities. Selection of successful applicants will be based on technical and financial merits of the proposals as outlined in the grant application and an assessment of the overall ability of organizations to successfully implement an effective project.

18. How will I know if my grant application has been shortlisted or rejected?

CBOs will be informed after the evaluation committee has authorized further negotiation with potentially successful grantees. Both potentially successful grantees and unsuccessful organizations will be informed of the decision. Communication with CBOs will be by phone or email, as indicated by CBOs on the grant application.

19. What happens after my grant application is considered potentially successful?

It is anticipated that successful applications will provide a good framework for the project, but CNGOs will likely need to work closely with competitively selected applicants to fine-tune the project description, budget, and timeline to ensure the designed projects consist of feasible and well planned activities within the framework of the YWJ objectives. The project description is designed to ensure successful delivery of activities to accomplish program objectives within a specific timeframe. The budget allocates an appropriate level of financial resources across specific cost categories to accomplish objectives and activities outlined in the project description.

Additionally, following selection of successful applicants, CNGOs shall initiate a due diligence process to better understand the financial and administrative capabilities of selected organizations. This pre-award due diligence process allows CNGOs to properly develop financial and programmatic monitoring structures and to identify areas for capacity building to ensure CBOs are able to effectively implement YWJ and other activities. CNGOs will use various factors to evaluate the financial, administrative, and management capabilities of CBOs, including these particularly important areas, which are also incorporated in the following sections on governance, financial, and organizational capacity due diligence reviews:

- **Not-for-profit status** – CBOs should either be identified as a nonprofit organization or eligible and suited to implement a program that is solely nonprofit in nature
- **Length of operation** – CBOs with more years of proven experience represent less risk
- **Financial management system** – Organizations that have adequate staffing and accounting systems to manage grant funds represent less risk
- **Written policies and procedures** – Organizations with written policies and procedures are more likely to fulfill the administrative and financial requirements of a sub-grant under Youth:Work Jordan. Of particular interest are policies and procedures that address procurement, personnel time tracking (timesheets), and travel and expense reimbursement.
- **Previous experience** – CBOs that have successfully implemented programs with similar objectives and requirements represent less risk.
- **Operating budget** – Larger operating budgets generally indicate less risk, especially if annual operating budgets over the years demonstrate steady or increasing levels of funding

The sections below provide further detail on the process for governance, financial status and organizational capacity due diligence reviews.

Governance Review

The following documents are reviewed to determine whether the prospective partner organization is an appropriate match based on their founding documents. The review focuses on the clauses highlighted below; CNGOs review the documents and assess the organization’s internal compliance with these provisions.

- Articles of Incorporation – We are especially interested in seeing a clause identifying the organization as a nonprofit organization or that they are otherwise eligible and suited to implement a program that is solely nonprofit in nature.
- By-laws - These generally set forth the mission and goals of the organization and also provide information regarding their not-for-profit status. At the minimum, four clauses that identify best practices for non-profit organizations will be reviewed:
 - *Mission* –The organizational mission should complement the goals and objectives of Youth:Work Jordan
 - *Dissolution clause* – Upon dissolution, remaining assets must be awarded to another charitable organization
 - *Election of Board members* – Board members should be elected or selected transparently and fairly
 - *Remuneration of Board members* – Board members (other than those serving on staff) should not be paid

Financial Review

The financial review informs the risk analysis of the organization. If the financial review identifies serious organizational financial problems, it might be decided that there is too much risk to issue a grant to the organization. If the risk is tolerable, the financial review is still helpful to inform decisions regarding the reporting and disbursement schedule, special conditions, and additional financial monitoring procedures that will be included in the grant agreement. The review optimally consists of three years of accurate financial information, including the following:

- Independent Auditor’s Report (with signature)

- Statement of Financial Position (Balance Sheet)
- Statement of Activities (Income Statement)
- Statement of Cash Flows
- Notes to Financial Statements

Given the diverse capacity of potential grantees in Jordan, it is anticipated that this level of financial review may not always be feasible. Under these circumstances, the risk related to issuing the grant is assessed using other information and documents that the organization is able to provide (e.g., bank statements, balance sheets) and special conditions are likely put in place to minimize risk of improper use of funds.

Organizational Capacity Review

Similar to the financial review, the review of an organization's overall capacity identifies potential risks in partnering with the organization and helps determine the reporting and disbursement schedule, special conditions, and additional financial monitoring procedures as necessary. The Pre-Award Assessment tool employed by the CNGOs (*see Attachment 6 for the Pre-Award Assessment*) facilitates greater awareness of the accounting, administrative and financial management capabilities of the organization. The organizational capacity review is not a determining factor of whether an organization will receive a grant, but it does help inform the CNGOs of the organization's existing capacity and helps them anticipate capacity building interventions or other support and monitoring mechanisms to activate during the term of the grant agreement. The following list of items helps inform the capacity review:

- Familiarity with donor rules and regulations
- Organizational chart
- Accounting system
- Personnel time tracking system
- Procurement system
- Travel and expense reimbursement procedures

CNGOs will use information gathered during the pre-award process to create a report that summarizes the findings from the due diligence analysis, identifies potential areas of risk, and recommends capacity building and grant monitoring procedures or special conditions to be incorporated into the grant agreement if it is approved. Special conditions that are commonly incorporated into grant agreements based on the due diligence process include the following:

- Development or further explanation of essential policies and procedures (e.g., Personnel Timesheet System, Procurement)
- Development of other policies and procedures as required by grant activity
- Further explanation of sub-grant monitoring procedures
- Participation in workshops or training sessions
- Project Compliance Audit
- Other financial or programmatic monitoring procedures

GRANT AGREEMENTS AND RESPONSIBILITIES UNDER THEM

20. What is a grant agreement?

Upon approval by IYF, the final, approved, and agreed-upon project elements will be incorporated into a grant agreement that will be awarded by CNGOs to CBOs. The grant agreement is a legal instrument that clearly states all legal, administrative, and financial requirements as well as the programmatic objectives and implementation approach. *(See Attachment 7 for the Grant Agreement template.)* Grants made by CNGO to CBOs will pass down all relevant USAID regulations and will contain the following sections:

Description of the Grant Agreement: This section describes the terms of the agreement, identifying the purpose of the grant, the duration of the grant, and the grant amount. It also provides contact information for primary programmatic and finance personnel for the CNGO and the grantee.

Standard Conditions: The clauses in this section reflect USAID requirements that legally protect both parties signing the grant. These clauses are standard and non-negotiable in all YWJ agreements. The clauses include financial and programmatic requirements, intellectual property guidelines, and payment conditions, among others. The following clauses are especially important:

- **Funding Source:** USAID is the primary funding source for YWJ, and all expenditures made with USAID funds are subject to the terms and conditions established by the U.S. Government.
- **Accounting Requirements:** Supporting documentation for grant-related expenditures must be retained for three years after close-out of the grant agreement and may be examined on reasonable notice. In addition, grantees are required to submit organizational audited financial statements (or equivalent documents as agreed upon with YWJ) annually for the duration of the grant. Additional information related to project expenditures may be requested to fulfill reporting requirements.
- **Intellectual Property:** As the primary implementer of YWJ, IYF owns all rights, title, ownership, and interest of any kind for all works prepared and delivered by either IYF or grantees under this Agreement. In addition, USAID reserves the right to use for its purposes all works prepared and delivered under this Agreement.
- **Branding and Marking** Grantee will follow the USAID Branding Strategy and Marking Plan included in the grant agreement. Grantee shall report on compliance with this requirement in programmatic reports.
- **US Law:** Grantee is reminded that US law prohibits transactions with and the provision of resources and support to, individuals and organizations associated with terrorism and/or drug trafficking. It is the legal responsibility of the Grantee to ensure compliance with these laws.

Special Conditions: This section is used to state any special conditions identified during the due diligence review as described above. It may reflect programmatic, administrative, or financial requirements.

Project Description: This section is the final approved description of the scope of work. Grantees will be held accountable for all deliverables defined in the project description, including beneficiary target numbers and leverage targets.

Budget: This is the final approved budget. Only costs included in the approved budget can be incurred during project implementation.

Reports: This section outlines the reporting requirements and provides reporting templates and instructions. Grantees must use all reporting templates included in this section. Additional detail on reporting requirements is provided in the response to Question 25.

Administrative and Financial Guidelines: This section summarizes the USAID rules and regulations that are most pertinent to YWJ grants. This section also incorporates by reference the full set of USAID rules and regulations that apply to activities under the grant, including the U.S. government’s Office of Management and Budgeting Circular A-122 – Cost Principles for Non-Profit Organizations, and 22CFR226 – Rules regarding administration of assistance awards.

Mandatory Standard Provisions: This section includes all USAID mandatory standard provisions applicable to the grant. Grantees are required to implement programs within the parameters set forth in the mandatory standard provisions.

Certifications, Disclosures and Assurances: Grantee recipients are required to complete and return to CNGOs the documents included in this section of the grant agreement, including:

- Certification Regarding Lobbying
- Certification Regarding Prohibition on Assistance to Terrorist Organizations

An organization is considered an YWJ grantee only when it has countersigned and returned the signature page, accepting all terms and conditions set forth in the grant agreement, and has completed and returned all certifications, disclosures, and assurances included in the agreement.

21. What are my responsibilities if my organization is awarded a grant?

CNGOs will work in close coordination with CBO recipients during the project to ensure grant agreement conditions are met and implementation is occurring effectively and on schedule. All legal, programmatic, and financial requirements are included in the grant agreement document, which should be read carefully before signing and kept on file after signing.

Success for the grant is primarily measured in programmatic success and the CBOs’ ability to reach goals and objectives within the given timeframe and budget. CBOs are also reminded that timely submission of all reporting requirements is an essential component of programmatic and financial monitoring and timely reporting will also allow CNGOs to disburse funds to allow for uninterrupted implementation.

GRANTS MANAGEMENT AND ADMINISTRATION

22. What can my organization spend grant funds on?

Only expenses included in the approved budget are allowable—grant agreements will include the approved budget. It is anticipated that CBO grants will include:

- Staff time
- Activities
 - Such as: Design, Beneficiary Selection, Delivery, Advocacy/Publicity, etc.
- Transportation
- Administrative costs and Supplies

23. What types of costs are not allowable under any grant?

The following costs are deemed **unallowable** and will not be approved for inclusion in YWJ grants. This list is illustrative, not exhaustive; budget submissions are reviewed and approved based on the actual resource requirements of the activities included in the project description.

- Alcoholic beverages
- Entertainment costs
- Goods for personal use
- Political advocacy and lobbying
- Bad debts
- Fines and penalties
- Contingency provisions
- Organization and incorporation fees
- Investment management costs
- Management fees
- Construction¹

24. What procurement procedures should my organization follow?

Any grantee under YWJ, including a CBO, is required to adhere to Jordanian law and USAID rules and regulations, including regulations regarding procurement. USAID requires that organizations establish written procurement procedures that provide the following minimum standards:

- Organizations must avoid purchasing unnecessary items;
- Procurement decisions should be made based on what is the most economical and practical; and
- When the expected cost of a good or service exceeds a reasonable threshold a bidding process should be followed. Solicitations for goods and services (i.e., Request for Quotations or Request for Proposals) must include:
 - A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description cannot contain features which unduly restrict competition.
 - Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 - A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards
 - The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.
 - The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.

¹ Construction is defined as capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life. Costs related to construction require prior approval by USAID. However, costs incurred for necessary maintenance, repair, upkeep, and ordinary rearrangement and alteration of facilities are not considered construction and can generally be included in project budgets.

- Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

The evaluation of bids should be made by a bid evaluation committee using a standard set of criteria, and the selection of the winning bid should be documented and kept on file.

Just as CNGOs will review CBOs' legal eligibility to receive U.S. government funding as described above, CBOs are required to vet contractors and vendors against the following lists:

- U.S. Department of State: <http://www.state.gov/s/ct/rls/other/des/123085.htm>
- United Nations: www.un.org/Docs/sc/committees/1267/1267ListEng.htm
- OFAC and Excluded Parties List System (consolidated on one list): www.epls.gov

Also, contracts can be made only with responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration should be given to such matters as:

- Contractor integrity;
- Record of past performance; and
- Financial and technical resources or accessibility to other necessary resources.

Payments should be made after successful delivery of goods or services and upon receipt of invoices or equivalent billing documents; all procurement paperwork—from solicitation to selection and payment—should be kept on file with the CBO.

CBOs that do not already have written procurement policies and procedures that comply with the standards listed above can still be eligible to receive a grant under YWJ, but they will be required to develop such systems before the second disbursement of grant funding is made and they will likely be subject to additional monitoring and capacity building. In certain circumstances, CNGOs may execute procurements on behalf of a CBO until its procurement policies and procedures meet minimum requirements.

25. What reporting requirements will my organization follow if we are awarded a grant?

CBOs will be required to submit regular programmatic and financial reports based on the schedule provided in the grant agreement. Additional administrative reports are required on an annual basis. Further explanation of each report is included below.

Programmatic reports

Programmatic reports are prepared and submitted to CNGOs on the schedule provided in the grant agreement using a standard format provided in the grant agreement. The programmatic report provides an opportunity for the recipient to provide a formal progress report on accomplishments for the quarter, including updated monitoring and evaluation data, progress against leverage targets, as well as significant challenges and issues that require further discussion. More frequent reports or updates may be required based on the needs of the program.

Financial reports

Financial reports are submitted on a monthly basis using the template provided in the grant agreement. The monthly financial reports provide CNGOs with information on the use of funds during the prior period and may include a projection of expenses expected for the following period; financial reports must be signed by an authorized representative of the grantee organization. Fund disbursements are determined based on an analysis of funds previously disbursed, reported expenditures, and expected funding needs for the following month as noted in the previous section. Grants issued under YWJ are considered cost-reimbursement grants; only those actual costs made within the parameters of the approved budget and reported in signed financial reports are considered valid and legitimate.

Administrative reports

Administrative reporting is required based on additional information required by YWJ. Inventory reporting and reporting on Value Added Tax (VAT) is required on an annual basis, and other reporting requirements may be incorporated into the grant agreement, such as annual submissions of an updated board list. Also, CNGOs will require CBOs to submit a copy of their annual organizational audit, including audited financial statements if available. CNGOs review these documents and if necessary adjust reporting requirements or monitoring procedures. Specific instructions, schedules, and reporting templates are provided in the grant agreement.

26. How else will CNGOs administer and monitor grant activities?

CNGOs will be actively involved in grant administration and monitoring to ensure effective and timely implementation.

Payments

Payments will be made within 30 days of receipt of signed monthly financial reports and any other requirements articulated in the grant agreement (e.g., reporting requirements, special conditions). The CNGO will reimburse CBOs for approved expenditures incurred during the period reported. Unless the agreement is modified, the CNGO is not obligated to provide more than the amount committed in USD in the original grant agreement. Any funds not disbursed at the end of the grant period may result in a reduction in the total grant commitment.

Site Visits

CNGOs will conduct site visits at various points in the project to observe and assess progress. Site visits and other monitoring procedures are scheduled based on the needs of the recipient and the program and may be unannounced. CNGOs may also request financial or programmatic information to further reinforce its understanding of compliance and performance.

Grant agreement amendments

During implementation, the originally agreed-upon terms of the grant agreement may require revision. Upon approval by IYF, any significant modification to the scope of work, budget, or timeline will be officially integrated into the terms of the grant agreement with a grant agreement amendment. The amendment will be approved and signed by both organizations.

Capacity Building

Capacity building strengthens programs and organizations and is a cornerstone of YWJ. CNGOs working closely with IYF will support grantees by providing tools and guidance on organizational policies and procedures, financial instruments, program design, and other areas where enhancement is possible. Most capacity building will fall into two categories as detailed below: (1) meeting the terms specific to the grant agreement; and (2) improving organizational effectiveness.

Terms specific to the grant agreement that may require capacity building or targeted technical assistance include programmatic, financial, and administrative elements of implementation:

- Programmatic capacity building will ensure effective youth programming is designed and delivered. Areas may include cross-cutting themes such as youth-friendly services or life skills or more specific components of program delivery, such as curriculum design for a specific trade. If the CNGO is unable to provide direct assistance to a sub-grantee, it can work with the sub-grantee to identify an external resource.
- Financial capacity building will ensure effective budget and resource management. Financial capacity building should start during the development of the terms of work, including the budget.
- Administrative capacity building focuses mostly on accurate and timely submission of reporting requirements included in the grant agreement.

CBOs may also require capacity building to address organizational effectiveness. Most likely, this will include the development or revision of policies and procedures to ensure compliance with USAID regulations that are incorporated in IYF's grant agreement to CNGOs and passed down to CBOs. The most common policies and procedures that small organizations need to address are:

- Personnel time tracking (i.e., timesheets)
- Procurement policies and procedures
- Travel and expense reimbursement policies and procedures
- Conflict of Interest policy

27. Will the YWJ Program fully fund my grant?

It is the intention of the program that all grant activities will be completed during the time allotted for the grant for the amount of money allocated in the grant budget. However, disbursement of award funds is contingent upon availability of funds from USAID, satisfactory progress of the project, and the project's continued relevance to YWJ strategic objectives. Any portion of the grant agreement budget disbursed but unexpended at the completion of the project or at the termination date of the grant agreement will be repaid to YWJ.

28. What is the close-out process?

Close-out is the final step of the grants process. This process ensures programmatic and administrative grant requirements are fulfilled and grant-related finances are reconciled. CNGOs may withhold final grant payments to CBOs until all close-out requirements are fulfilled. In this respect, grant agreements will provide a full schedule of reporting requirements, including final reports that are required to

complete the grant close-out process. Standard close-out requirements include submission of the following documents:

- Final programmatic report
- Final financial report
- VAT report
- Inventory report
- Technical reports and documents (e.g., curricula, tool kits) developed under the grant to be submitted by IYF to USAID's Development Experience Clearinghouse

Final programmatic reports should provide updates regarding accomplishments not reported previously as well as overall lessons learned for the term of the project. Specific guidance for final programmatic reports will be provided according to the needs and nature of the program.

The final financial report will utilize the template prescribed in the grant agreement or subsequent amendments. The final report contains the total cumulative expenditures incurred and indicates any remaining unspent funds. Upon submission of the final financial report, CNGOs will analyze the recipient's financial position to reconcile accounts accordingly. Unspent funds held by the sub-grantee will be remitted to the CNGO.

The final VAT report will be submitted by recipients using the template included in the grant agreement. VAT reports are submitted annually, and accordingly the final VAT report will cover only the period from the most recent October 1 to the end date of the grant.

According to USAID regulations, title to all property is vested in the recipient. Recipients are required to submit an inventory report containing a list of supplies, materials and equipment purchased during the grant agreement term in whole or in part with USAID funds. For each item or groups of items listed, recipients will note in the column entitled "intended disposition" how the item will be used after termination of the grant.

Technical reports and documents paid for wholly or in part with YWJ funds that describe the planning, design, implementation, evaluation, and results of grant activities are submitted to IYF as a requirement of close-out. Electronic submissions are preferred, and only the final version should be submitted. Documents and materials to be submitted include but are not limited to those pertaining to monitoring & evaluation, research methods and results, technology development and application, technical assistance, and training methods, tools, and manuals. Time sensitive materials, such as newsletters or bulletins, are not to be submitted.

Attachment 1: Youth:Work Jordan Call for Interest

Youth: Work Jordan Competitive Process for Granting Community Based Organizations Comprehensive Call for Interest

Introduction

This “Call For Interest” issued by the International Youth Foundation is the first step of a comprehensive competitive process for selecting Jordanian Community Based Organizations (CBOs) to serve as implementing partners under the Youth:Work Jordan program. The document explains the process for qualifying eligible CBOs to receive sub-grants for implementing community based interventions targeted at youth.

About Youth Work: Jordan

Youth:Work Jordan (YWJ) is a five-year USAID funded program that seeks to improve the job and livelihood prospects of highly vulnerable Jordanian youth between the ages of 15 and 24. Through a unique alliance, the International Youth Foundation is partnering with USAID, the Jordanian Ministry of Social Development, and well respected national and local organizations across Jordan to improve and expand community-based social services, with an overarching focus on promoting the employability and civic engagement of Jordan’s youth. Youth:Work Jordan has four key goals:

- To provide greater access to life, employability and entrepreneurship skills through training, internships, and job placement
- To deliver youth-friendly services that effectively respond to young people’s needs and are relevant to their lives
- To support young people in improving their own communities through small scale infrastructure and rehabilitation projects
- To generate knowledge and lessons learned around youth employment programming that can be use to improve policy development and promote systemic change; scale up successful models; and be shared with the global community.

For the first two years, YWJ is prioritizing programs in six disadvantaged communities in Jordan including East Amman, Zarqa, Irbid, Russeifa, the Jordan Valley, and Ma’an. YWJ neighborhoods have been selected based on social studies conducted by Ministry of Social Development in the local communities. These neighborhoods have demonstrated higher poverty rates, illiteracy, low educational attainment and high unemployment rates, poor infrastructure

and services, high dense population and other factors and indicators which demonstrate the living conditions and standards of these communities and specifically the youth. Building on this study and to develop programs that fully address the unique challenges of highly vulnerable youth, YWJ has conducted a Rapid Community Appraisal (RCA) of YWJ’s target areas. The findings from the RCA have become the basis for developing Community Action Plans which prioritize needs, propose interventions and identify approaches best suited to each community.

In light of these challenges and factors, YWJ targeted youth (15-24, out of school, unemployed) lack the necessary skills and level of education that qualify them to take on jobs, moreover they lack access to knowledge and information about job opportunities. Furthermore, youth lack access to proper public parks, playgrounds, and youth centers and clubs leaving them frustrated, discouraged, lacking motivation to be civically engaged, and with no clear vision for their future. This leads them to engage in unhealthy and risky behaviors.

Four Jordanian organizations serve in the role of Coordination NGOs (CNGO) to oversee the implementation of the Community Action Plans and engage a network of community partners and young people in YWJ efforts. They include the Jordan River Foundation, Jordan Career Education Foundation, Al-Farouq Orphans Welfare Society, and Jordan Hashemite Fund for Human Development. Key activities of the CNGOs include awarding and managing sub-grants to community based organizations (CBOs) to implement activities under the CAPs, undertake substantial capacity building for these CBOs to support successful implementation and monitoring and evaluation for program impact. The breakdown of CNGOs and their neighborhoods is given below:

CNGO	City	Neighborhood
Jordan Career Education Foundation	Amman	Al Nuzha Khraibat Al Souq
Jordan Hashemite Fund for Human Development	Maan	Hai Al Shamie Abu Baker
	Rosaifa	Ewaijan Al Moshairfa
Al Farouq Society for Orphan Care	Irbid	Hai Al Turkman Al Hai Al Shamali
Jordan River Foundation	Zarqa	Hai Ma’soom Hai Al Houssain
	Jordan Valley	Waqqas Al Mallaha

YWJ program is designed to promote community-driven collaboration; hence YWJ and its CNGO partners are currently seeking qualified Community Based Organizations to support the implementation of YWJ’s six community action plans. The selected community based organizations will lead the implementation of the community action plans on the ground engaging the youth (in all implementation phases: planning, design and implementation) and other community partners. Having CBOs lead the implementation of community interventions targeted at youth will ensure local ownership as well as sustainability of these interventions.

The community based organizations who wish to take part in YWJ program and assume the implementation role should meet the minimum eligibility criteria below:

- Proof of legal registration of Jordanian community-based organizations. Any legal Jordanian entities formed by youth are also encouraged to apply.
- Experience in working in the area of community development, preferably in the area of youth development, with clear by-laws and mandates towards community development.
- Community Based Organizations that are established and active within YWJ targeted neighborhoods and the surrounding district and province.

Note: The Evaluation Committee shall be entitled to verify the performance of the applicant of references

The CBO selection, sub-grant award, and capacity building process will be carried out through a competitive process for the CBOs demonstrate their capacity and interest in partnering with YWJ and its partners on YWJ activities as demonstrated in the below table:

Step	Action
1	Receiving expressions of interest from CBOs
2	CBO Orientation on the Youth:Work Jordan program and Youth Development
3	Evaluation and selection of first pool of CBOs
4	YWJ Basic core training

5	Issuance of grant Applications
6	Evaluation of grant proposals
7	Approvals of sub-grants to CBOs and signing the agreement with CBOs.
8	CBOs implement YWJ activities
9	Ongoing technical and managerial training to selected YWJ CBOs

The above competitive process for awarding CBOs is further elaborated in the below steps:

Step 1: Receiving Expressions of Interest from CBOs: The purpose of this Expression of Interest is to identify interested Jordanian Community Based Organizations (CBOs) for inclusion in the orientation to youth development issues and YWJ program. *The Expression of Interest should include:*

- Cover letter expressing your interest in participating in YWJ program. As a part of your statement of interest, kindly identify which of the YWJ goals your organization is interested in contributing towards.
- Organizational profile with examples of activities conducted with emphasis on activities conducted in youth development. (2 pages)
- Brief statement on youth development issues in your neighborhood and your organization's current activities and future plans and vision for resolving these issues. While describing the activities and plans, kindly describe how they link with YWJ's approach and/or goals. (1 page)

Step 2: CBO Orientation on the Youth:Work Jordan program and Youth Development: YWJ and its CNGO partner organizations will hold six orientation presentations covering YWJ's six target localities. The meetings will take place from x to x a.m as follows:

Region	Date	Location
1.		
2.		
3.		

- 4.
- 5.
- 6.

The one-day orientation presentation will cover the following topics:

- Provide additional information on YWJ program goals and objectives
- Introduction to the call for expression of interest and how to respond to the call
- Answer general questions, receive feedback, and provide clarification about the competitive process
- Role of Community based organizations under YWJ program

Step3: Evaluation and selection of first pool of CBOs: CBOs responding to the call for interest will be evaluated against the minimum criteria; the eligibility criteria as well as the requirements of responding to the call for interest mentioned in this document. The eligible first pool of CBOs will be selected for issuance of Request for Application.

Step4: YWJ Basic core training: CNGOs will conduct a basic core training for the first pool of CBOs to include but not limited to, proposal writing, basic financial management and other necessary training which will assist them in responding to the grant application that the CNGOs will issue, proposing a set of activities under YWJ program three components.

Step 5: Issuance of grant Applications to solicit CBO proposals: YWJ's partner CNGOs will issue grant application with clear guidelines asking the CBOs who have attended the core training and demonstrated commitment and willingness, to submit proposals for addressing specific problems in specific neighborhoods, over the coming two years. The grant guidelines will include a comprehensive technical explanation in order to guide the serious CBOs that want to take a role in implementation under YWJ.

Step 6: Evaluation of submitted proposals by CBOs: CBO proposals will be evaluated by YWJ and partner CNGOs based on the criteria announced in the grant application & guidelines. The evaluation process will include:

- Administrative reviews
- Desk reviews

- Field visits to the CBOs.

Approval of sub-grants to CBOs will be based on technical and financial merits of the proposals.

Step 7: Approvals of sub-grants to CBOs and signing the agreement with CBOs: CBOs who have passed the above mentioned evaluation process, will be eligible to receive grants from the CNGOs.

Steps 8 and 9 (post-award): CBOs implement YWJ activities and are provided technical and managerial training: These steps are post-award and are only described here for information purposes only. The CBO will be responsible for implementing YWJ activities at the neighborhood level, under the supervision and guidance of the partner CNGOs.

YWJ expects that the CBO finalists will require some capacity building support specific to the proposed program activities approved. Therefore, YWJ and its partner CNGOs will conduct capacity building training for its partner CBOs in order to ensure that the implementation of program activities are of high-quality and meet the objectives of YWJ. Topics for the technical training will be identified once partner CBOs have been selected and sub-grants awarded. The technical training will take place at the same time as the CBOs start implementation of activities at the neighborhood level.

Step 10: Selected CBOs who demonstrate successful implementation of YWJ program interventions and achieving effective results will be recognized and might be eligible for a second sub grant.

Important Dates and Instructions

- 1. The date of submitting expression of interest is xxx, xxx, 2010**
2. Please submit the expression of interest with the required documents to the CNGO covering your neighborhood, by January ##, 2010. Applications should be submitted in Arabic and by hand (2 copies signed and stamped) to the below locations:

JOHUD, contact name and address

Al-Farouk, contact name and address

JCEF, contact name and address

JRF, contact name and address

Selected CBOs might be asked on a later stage to submit a soft copy of their applications.

3. Interested organizations are encouraged to send questions and inquiries during the period from xxx to xxx, 2010, to the following address:

By email: youthwork@iyfnet.org

By Fax: 06-585 6506

Attachment 2: Youth:Work Jordan Call for Interest Application



USAID
من الشعب الأمريكي



YOUTH:WORK
Jordan

Youth: Work Jordan (YWJ)

**Application Form-Competitive Process for Training and Granting
Community Based Organizations (CBOs) - Comprehensive Call for Interest**

Community Based CBOs Minimum Eligibility Criteria:

- 1- Legal registration in Ministry of Social Development.
- 2- Experience in working in the area of community development, with clear by-laws and mandates towards community development for the targeted youth and within neighborhood.
- 3- Offer relevant services or the willingness to offer development services and implementing community based interventions targeting youth within the YWJ targeted neighborhoods.
- 4- Clarify the Community Based CBO well establishment and its legal and financial situation.

Submitting Application Form Conditions:

- Application form should be fully filled in Arabic, typed, and attach all necessary appendices (a list is attached by the end of the application).
- Application form should be submitted to the social development directorates in each area by 22/2/2010 from 9:00am – 2:00pm, the CBO can use an extra space than the specified one in the application while typing the answers.

1. Community Based CBOs General Information:

CBO Name:	
Year of Establishment:	
Registration Certificate Number at the Ministry of Social Development:	
Working Area:	Governorate: District: Neighborhood:
CBO Goals:	- - - -
CBO Building: Rent Hosted Owned	P.O.Box:
	Fax: Tel: Email: Authorized Person Name: Authorized Person Direct Phone No:

2. Administrative Board

Name	Position	Profession/Job Title	Phone No.
------	----------	----------------------	-----------

Administrative Board Election Date:

3. Brief about CBOs Programs:			
<ul style="list-style-type: none"> CBOs Targeted Segment: 			

CBOs Projects/ Implemented Activities or Under implementation (please specify the ones targeting Youth, if any)			
Project/ Activity Name	Amount	Financed By	Project Current Status (ongoing or not)

4. Economy Current Status- Work and Employment Opportunities
<p>Please share an overview of the economy current status in the targeted areas and employment opportunities for YWJ young targeted segment</p>
<p>An overview of the economical challenges facing the youth segment (facing significant challenges due to their absence from school and their level of unemployment suffering) within YWJ targeted areas</p>

Please indicate the most important operating and employment skills required by the private sector and employers from those targeted youth (who face significant challenges due to their absence from school)

6. Youth Participation and Volunteering

What are the projects and youth voluntary activities, carried out in the targeted neighborhood?

Does the CBO give/ promote for the opportunity of youth voluntary activities in general (within the YWJ targeted areas)?

What is the number of volunteers / nature of voluntary work / CBO role in the activity

Please indicate any other entity managing and providing volunteer activities for the youth

Please indicate the CBOs proposals for the development of the volunteer activities attracting the youth

Please list three participants from the CBOs to participate in the training programs implemented by YWJ program and nominate one person to be the liaison officer with the program's management:

Name	Educational Level	Profession	Phone No.	Participant nature of work in the CBO

7. Required Documents/ Attachments

- Proof of legal registration of Jordanian community-based organization.
- Audited Financial Statements.
- CBO organizational Structure.
- CBO Internal by-laws.
- Resume of each of the following, CBO manager, chairman, Secretary, Treasurer/accountant.
- CBOs detailed bank account statement for the past six months.
- Commitment paper authenticated/ signed by the legal quorum of the Board of Directors (according to CBO's by-laws).
- Attach a copy from the minutes of meeting in which the approval of participating in this program was taken.

8. Expression of Commitment

The undersigned is committed that all information mentioned in the application is correct and in compliance with the requested standards and requirements, and are committed to participate in the activities and programs that will be implemented by YWJ program in the event the CBO has been selected. Hence, the CBO is committed to contribute in the financial and in-kind contributions in all projects funded by the YWJ program once the CBO is eligible for the grant.

Please nominate a committee of 2-3 members from the concerned parties that will participate in the projects and activities implementation, also nominate a liaison officer from your side for future coordination:

Date and No of Administrative Board meeting; showing the approval on this expression of commitment:

Please authenticate/sign the expression of commitment by the legal quorum of the Board of Directors or at least by the Administrative Board.

Name & Signature

Date:

CBO Stamp

Please contact any of the staff working on the YWJ program:

Coordinating CBO:

Tel:

Fax:

Email:

Website:

P.O.Box: () Amman () Jordan

Attachment 3: Expression of Interest Scoring Sheet

Youth: Work Jordan Project Proposal Administrative review

First Stage:

Application ID #:	
Applicant organization:	
Governorate to be served:	
Date Application Received:	
Admin Review Conducted By:	

Minimum application requirements:

	YES	NO
Are the following annexes included with the application?		
1. Proof of legal registration as a Jordanian Non Governmental Organization		
2. Organization's by-laws		

3. Audited financial report(s) or current statements or bank statement for the last six months.		
4. Commitment letter signed from the board members.		
5. Organizational Structure		
6. A copy of the minutes of meeting for the board member meeting in which reflecting the endorsement of the organization approval on participating in YWJ program.		
7. Curuculim vita for the organization manager, chairman and accountant.		
8. Completed contact information form		

In order to be eligible for desk review, "YES" must be marked for the first three questions .

Administrative Review Outcome

• Application <i>eligible</i> for Desk Review	• Application <i>not eligible</i> for Desk Review

Provide brief explanation if application is *not eligible*:

Second stage: Desk Review

Parameters	Max. Score	Score	Comments
General Information	15		
Organization Objectives: Clear objectives:	3		
Related to Youth	2		
Related to community development			
Means of communications/Land Lind	1		
Operating within YWJ targeted neighborhood	4		
Operating within YWJ targeted governorate	2		

The organization's premises owned	2			-
The organization's premises hosted or rented.	1			
Board Members	4			
List of current Board of Directors and the organizations they represent completed.	4			
Overview on the organization programs	22			
The organization work with youth.	7			
Previous experience on development projects.	5			
Size & Scale of the previous & existed projects.	10			
Economic Situation- Employment Opportunities & Job Placement.	24			
Clear description of the economic situation & employment opportunities.	8			
Aware of the economic challenges that face youth in their community (match with the	8			

RCA findings)			
Clear description of the most important skills needed for employment & Job Placement.	8		
Available youth friendly services	17		
Clear description of the available youth friendly services available within YWJ targeted neighborhood	7		
List of applicable proposed youth friendly services & activities that can be applied in YWY Neighborhood	10		
Youth Participation & Civic engagement	18		
Organization is aware of the status of Youth Voluntarism activities.	4		
The presence of voluntary activities the organization is supervising	5		
- In YWJ targeted areas	2		
- In other places (in general)			
The ability of the organization to mobilize number of volunteers to work within civic activities.	5		

The ability to network and partner with different stakeholders to conduct voluntary activities.	4		
Total Scoring	100		

Application will pass if the total score is above 50%

Attachment 4: Grant Application Guidelines



Youth: Work Jordan

Grant Application Guide

This Guide has been developed to assist the CBOs in writing a successful application for participation in Youth:Work Jordan Activities. It includes the following attachments:

- 1) **Grant Application Form**
- 2) **Template for CBO Expected Outcomes and Outputs**
- 3) **Template for CBO Action Plan**
- 4) **Minimum Standards for YWJ Training Packages**
- 5) **Expected Outputs and Outcomes for Each Community as Defined by the Community Action Plans**
- 6) **The Rapid Community Assessment Report on YWJ's Six Target Communities**

Conditions for Submission and Evaluation of Application Form

General conditions:

The CBO shall adhere to the following conditions when submitting the Application Form:

1. The applicant CBO should have submitted an expression of interest and attended the initial training on the areas of the program provided by the CNGOs.
2. CBOs should review and understand the grant application and abide by all its content; failure to do so will be the responsibility of the CBO. The CBOs that display adherence to and compliance with the information requested in this application will be given priority in the initial selection process.
3. CNGOs will follow up on the work undertaken by the CBOs during the application preparation period to provide the necessary clarifications when needed and to answer any questions of the organizations.
4. The CBOs are obliged to submit an application not exceeding 25 pages, and shall have the freedom to add information and evidence they deem appropriate and supportive of the grant application they submit, as well as any relevant studies or documentation that would serve as attachments. Examples may include, but are not limited to, special studies to identify the needs of the labor market in the designated areas, confirmation of the economic feasibility of the project, any particular additional information regarding the institutional capacity of CBO in general and the ability to manage the project in



particular, or any other supplementary annexes that support the idea and approach of the proposed project.

5. In case the application contains information not for publication, the CBO shall write “Not for Publication” on the application form.
6. The CBOs should indicate and clarify the source of any information if obtained through the assistance of other parties.
7. Submission of this application does not guarantee the approval of the Youth: Work Jordan Program to finance the project proposed by the CBO. The executing agency of the program (International Youth Foundation in close coordination with the respective Coordination NGO) reserves the right to reject any application based on the assessment conducted by the Program Technical Committee.
8. Complete applications must be submitted in Arabic in printed form with all other annexes.
9. Complete copies of the technical and financial sections of the application should be signed and delivered in a sealed envelope bearing the CBO name and address to the CNGO in charge according to the neighbourhood and targeted areas as shown in table (1).

Table (1) – CNGOs in charge of YWJ Neighborhoods

CNGO	City	Neighborhood
Jordan Career Education Foundation	Amman	Al Nuzha Khraibat Al Souq
Jordan Hashemite Fund for Human Development	Maan	Hai Al Shamie Abu Baker
	Rosaifa	Ewajjan Al Moshairfa
Al Farouq Society for Orphan Care	Irbid	Hai Al Turkman Al Hai Al Shamali
Jordan River Foundation	Zarqa	Hai Ma'soom Hai Al Houssain
	Jordan Valley	Waqgas Al Mallaha

Conditions of the Project or Activity

- Commitment to propose innovative and practical projects and activities that would ensure the following:
 - Integration of all the ideas and proposals into the community action plans in order to address the major challenges within the targeted neighbourhoods designated by



the program and the three overarching component areas to achieve the desired results.

- Targeting of young people to link them to employment opportunities and enhance their entrepreneurial and life skills, in addition to other activities that would promote their spirit of volunteerism and civic participation.
 - The design and implementation of projects that are based on current investment and economic opportunities that would attract the employment of the target group.
 - The design and implementation of an action plan that would include activities that would ensure the achievement of the outputs and outcomes through the selection of the project best suited to the capacity of the CBO, and to identify the relevant outputs and outcomes which can be achieved through the principle of result-based management within the required time frame.
- The obligation to provide a detailed and comprehensive budget for the total cost of the proposed project within the following framework:
 - Line item detail according to the budget template provided
 - Priority will be given to CBOs that submit reasonable budgets for their proposed projects or activities and do not overstate their expenses
Demonstration of leveraged resources to be contributed to the project
 - YWJ expects CBOs to raise leverage at ratio of 1:4 against the total value of the YWJ grant. In other words, for every 4 JOD from YWJ, the CBO needs to commit to raising 1 JOD in leverage resources (cash and in-kind).
 - Commitment to provide an implementation work plan for the phases of the project implementation not exceeding 18 months. *(Please use the attached implementation plan form)*

Evaluation and Selection of Applications

The applications will be reviewed and evaluated by the YWJ Technical Committee. Applications will be scored based on a distribution of specific assessment ratios for applications which are explained below:

- **Technical Assessment:** focuses on the CBO's ability to achieve the proposed outcomes (short and long-term) during the period of the implementation of the project or activity:
 - A technical committee will assess the application at rates listed in Table (2).
 - YWJ team will request any further information or clarifications from the CBO, and the CNGO will contact the selected applicants to schedule an interview with the CBO's management. The interview shall be conducted by a special committee of the program team to discuss the technical and financial application so as to ensure the accuracy of its content and the CBO's actual ability to implement the





proposed activities. Interviews will include field visits to the CBO site and a review of its previous projects or activities as well as the beneficiaries of such projects or activities, if any.

- **Priority will be given to applications that will provide integrated projects or activities that integrate the three major component areas of the project and the anticipated outcomes and outputs for the respective target area.**
 - Priority will be given to projects and activities that will be implemented through partnerships and alliances with the private and public sectors.
 - Priority will be given to projects and activities that plan to hire Youth Work Jordan targeted group, age 15 – 24 years old, for its implementation and management.
- Financial Assessment: focuses on the cost of a project or activity and any other administrative costs of the CBO while verifying how reasonable the approach used by the CBO is in determining the budget needed for the project or activity.

Application assessment ratios are as follows:

Table (2) – Assessment Ratios for Applications	
Assessment area	100%
Technical Assessment	80%
Project Description \ projected activity	25%
- Clear, chronological and logical presentation of the project \ activity in terms of applicability and in a timeframe not longer than 18 months (reflected in an action plan).	5%
- Innovation of project \ activity and attractiveness to the targeted group and their needs in their areas as it must be tailored to the actual needs of the market, upcoming sectors, and services provided to the youth in that area taking into consideration its sustainability.	5%
- A holistic project \ activity that focuses on establishing outputs and results from the three core components, focusing on area one and creating at least 20 new job opportunities to the targeted youth.	5%
- Project \ activity evolving from the community action plans' directions and guidelines.	5%
- Clear justifications and goals behind project \ activity	5%



implementation and their association to the project\activity	
Target Group & Local Community	20%
- CBO Clear mechanism in reaching targeted groups and involving them in the process of execution and follow-up on the proposed project\activity	5%
- Clear mechanism on how to involve the local community members, parents, youth friendly service providers, employers, and social peers in supporting the proposed project activities.	5%
- Clear mechanism on how to obtain support and participation of the local community to ensure project's success and sustainability.	5%
- State the total number of beneficiaries and how this project will benefit them.	5%
Networking and resources allocation for the project	5%
- Project\activity execution through partnering with the private or public sectors.	5%
Project\Activity Administration	15%
- CBO plan and mechanism of administering the proposed project\activity logically and viability.	5%
- Dedicated personnel with clear roles and responsibilities (reflecting the relationship with partners)	5%
- Clear proposed organizational chart reflecting clearly the roles and responsibilities (and the relation with current organizational chart)	5%
Monitoring & Evaluation (M&E) Plan	15%
- Clear M&E mechanism and tools for the proposed project\activity and coordination with the project executing party and any other parties and partners	5%
- Sufficient infrastructure for implementing the M&E systems – including sufficient computers and network connection with the World Wide Web (WWW).	5%

- Clear mechanism that insures achieving the required results and indicators from the project \activity implementation and evaluate \benchmark the results and outputs to the ones set.	5%
Financial assessment (feasibility studies)	20%
- Total budget and logical division of expenses	5%
- Percentage of the contribution of the CBO and/or leverage partners (public or private sector or others)	5%
- Logical estimate of the project \activity cost avoiding overestimation	5%
- The ratio of administrative costs to the operational costs	5%
Total	100%

Design of the Application's Technical Components

The CBOs should take into consideration the following guidelines and technical annexes, while developing the grant application:

Description of the Proposed Project or Activity

The description of the proposed project or activity should be clear and comprehensive and takes into account the following:

- Identification of the needs and the core problem to be addressed by the project.
- Holistic project or activity that focuses on the achievement *of the outcomes of all three component areas with an overarching focus on the first component:* :(Improved Access of Youth to Life, Employability and Entrepreneurship Skills Training)

- Recruitment, employment and training*
- Enhancing youth- friendly services*
- Engagement and participation of young people*

The CBO should identify the target area and the relevant level of implementation according to its capabilities, expertise and direction for future growth in a particular field as designated by the community action plans. CBO should also propose activities and initiatives that ensure the achievement of the outcomes to which it will be committed.



- The activities and projects should emerge from the major directions and interventions developed by the community action plans for each area.
- Statement of the justifications and objectives and purpose of implementing the project or activity and how it relates to the project areas.
- The proposed project or activity should be applicable to the needs of the actual market and potential employing sectors and provide services relevant to the young people in the area.
- Identify the ideas and innovative pilot projects with sustainability indicators.
- Proposal for income-generating projects with sustainability indicators and the availability of jobs for the targeted young people or develop complementary and existing projects that can be expanded and their benefits maximized to serve the employment of the target group.
- Assessment of the recruitment opportunities and the skills needed for the local labor market which can provide employment opportunities for the target young people.
- Assess the obstacles and challenges that hinder access for some young people to employment opportunities and how to address them.
- Identify training needs and connect with relevant service providers to provide the training as follows:
 - Take into account the levels of the target group in terms of the qualifications, educational status, occupational and life skills of the young people.
 - Provide comprehensive training to enhance the key skills that ensure access to job opportunities for the target group. Such training should include the topics and the standards listed under the minimum requirements of the training programs (minimum standards for training programs are attached).
 - Priority will be given to CBOs that propose projects and activities based on the identified training priorities for special recruitment by the private sector and potential employment opportunities (specialized employability training with a particular party with which an initial agreement has been concluded).

The Target Group and Local Community

The CBO should clarify:

- The age group and gender of the targeted young people, and a plan adopted by the CBO to recruit the target group, as well as the mechanism to encourage their engagement in the process of implementation and follow-up of the proposed project or activity, taking into account the integration of people with disabilities within the category of beneficiaries.
- Highlight the role of the influential community members including parents and providers of youth-friendly services, employers and social peers in supporting the implementation of the activities of the proposed project while emphasizing the method and mechanism of involving them in the process of recruiting the target group and the implementation and follow-up of the proposed project or activity.





- Describe the mechanism to be used for mobilizing support and efforts of the local community to ensure the project success and sustainability.
- State the total number of target beneficiaries and how they will benefit from the project.

Communication and Raising Awareness

Identify the communication resources that can be used to recruit the target group and raise their awareness about the project, and the proposed approaches, activities and tools that can be used in promoting the success and sustainability of the proposed project.

Networking and Leveraging of Resources for the Project

CBOs should seek leveraging through their own resources or local or national supporting partnerships, including contributions of competencies and in-kind materials directly related to the implementation of the project. This will help in assessing the capacity and efficiency of the CBOs in building local coalitions to achieve the results of the project and ensure its expansion and sustainability. The CBO may take into account any contribution and partnerships which might be leveraged from the CBO itself or the community, or the target group, or other governmental or non-governmental institutions, and the private sectors or others. However, this should be clarified within **the project implementation plan taking into account the necessity of providing proof as to how such contribution will be made available.**

Priority will be given to the projects that consider the selection of potential partners and supporters and additional resources in the various phases of the project implementation, which will contribute to the success of the project towards the fulfillment of the expected outcomes. Where it is possible that these contributions would include training and recruitment opportunities, facilities and infrastructure for youth employment and income-generating projects, in addition to rooms for the establishment of training centers and conducting training and awareness-raising workshops, and the effort offered by volunteer labor, and other in-kind and material resources, which will contribute to the success and sustainability of the project and demonstrate the ability of the CBO to build partnerships and monitor resources.

Management of the Proposed Project or Activity

The CBO should demonstrate the mechanism and plan for the management of the proposed project or activity through a review of the following:

- A brief description of the existing administrative and organizational structure of the CBOs in the implementation of its current activities.
- Description of the administrative and technical staff proposed to manage the project (Please attach the curricula vitae of proposed staff).
- Attach the organizational structure for the management and implementation of the proposed project or activity.





- Demonstrate the mechanism of linking the proposed staff of the project or activity with sections within the CBO, particularly senior management.

Additionally, the CBO should clarify:

- Elements of the project management and efficiency of the administrative and technical staff with an illustration of the CBO's most significant institutional capacities and their impact on the efficiency and effectiveness of the proposed project management, especially the technical aspects related to the implementation and operation of the project by the proposed staff and on the proposed site and any other active partners. In addition, the CBO shall describe the mechanism and method of managing the project, taking into account all management levels within the CBO, while linking it to **the project implementation plan.**
- **The CBO should fill the attached implementation plan form that demonstrates all the preparation and implementation phases of the proposed activity or project.**

Monitoring and Evaluation Plan

The CBO shall provide clarification about the mechanism and ways of monitoring and evaluating the performance and progress of the proposed project, and the coordination mechanism with the executing agency of the program and any other bodies and partners, in addition to any special instruments that may be used for this purpose, and whether the CBO will seek the assistance of any other parties for this reason.

The YWJ will provide a monitoring and evaluation system for the CNGOs. The CBOs will be asked to follow and implement the system

The CBO should state the availability of the necessary infrastructure for the functioning of any monitoring and evaluation system, including the presence of computers and the Internet. It should also clarify the mechanism for ensuring the fulfillment of the indicators and outcomes of the project and the evaluation of its outcomes and outputs to which the CBO will be committed.

Regarding the outputs and outcomes that will be fulfilled through the proposed project or activity: the CBO should fill the attached form for this purpose (outputs and outcomes form) for the relevant areas, abiding by the same indicators outlined in the sheet.

Mechanism for Project Sustainability

CBO shall describe how to ensure the project sustainability and continuity plan. .. Also, the CBO shall indicate **the obstacles that may block the functioning of the project** and try to





develop possible solutions to address these constraints during the period of preparation and implementation and any other future obstacles.

Other Considerations During the Project Implementation

- **Legal** considerations: The CBO should clarify all the procedures required for implementing the project or activity, if necessary, and the duration of the completion of such procedures. CBO should also clarify the required governmental procedures and the necessary licenses needed for the proposed project or activity and state the competent authority that will issue each license with the costs and fees for the required licensing and documents, in addition to taking into account the legal responsibilities that would result from any partnerships that require legal clarification.
- **Economic** considerations: If the project requires the preparation of a feasibility study and indicators of financial sustainability, the CBO shall provide the necessary economic information within the application based on the market study which illustrates the extent of market demand for the proposed project and competitors while clarifying the marketing outlets for the project and networking opportunities with the private sector.
- **Environmental** considerations: In case the project may cause any expected environmental impact, CBO should explain the adverse environmental impacts of the proposed project (presence of wastes of contamination, sound pollution, etc.) and the steps to be taken to reduce and minimize such environmental impacts, as well as the follow-up and evaluation action to ensure that no environmental pollution will result from the project, **with the need to take into account the environmental consequences of the project and to obtain approval and permits from the Ministry of the Environment if necessary.**

Budget

CBO shall provide a comprehensive budget for the period designated for the implementation of the project with YWJ program with an interpretation and clarification of each item in the budget:

- The total cost of the project with an estimate of expenses depending on the market price and not on the **maximum funding ceiling**.
- Highlight the contribution from the CBO whether financial or in-kind. If a part of this contribution is funded by another financier, a balance showing the financial value covered by such party must be attached.
- Clarify the project work plan and stages of budget disbursement to cover the grand total (100%) of the financial value required during the period of the project implementation.
- The budget should show the administrative and operational costs estimated for the project throughout the period of the project implementation.





CBOs should attach the final funding budget required by YWJ program for the proposed project or activity as per the attached form.



Attachment 5: Grant Application Form



Youth: Work Jordan Grant Application Form

Please include with this Application Form the following attachments:

- Expected Outputs and Outcomes (Using Template attached to the Application Guide)
- Implementation Action Plan (Using Template attached to the Application Guide)
- CVs of key staff who will implement proposed project or activity

Basic Information

Background Information Form	
Name of CBO	
Address	
Name of proposed activity/project	
Location	
Executive Director	
Direct phone No.	
E-mail	
Name of the counterpart in charge	
Phone No.	
E-mail	





Design of the proposal's technical components

Description of the proposed project or activity, including the following information:

- 1) The need/problem the project will address

- 2) The proposed activity

- 3) How the proposed activity focuses on employability and links with enhancement of youth-friendly services and youth civic engagement

- 4) How the proposed activity fits within the community action plan

- 5) How the proposed activity is applicable to the needs of the local labor market and the employment needs of young people

- 6) A description of the training package (what topics will be covered, how long the training will take, etc.)





The target group and local community

The CBO should clarify:

- The age group and gender of the targeted young people, and plan of recruitment for target group.

- Highlight the role of the influential community members including parents and providers of youth-friendly services, employers and social peers in supporting the implementation of the activities of the proposed project.

- Describe the mechanism to be used for mobilizing support and efforts of the local community to ensure the project success and sustainability.

- State the total number of beneficiaries and how they benefit from the project.

Communication and Raising Awareness

Networking and Leveraging of Resources for the Project





List of Outputs and Outcomes for Youth Work Jordan Program	List of Outputs and Outcomes for proposed project or Activity the
Component one: Improved Access of Youth to Life, Employability and Entrepreneurship Skills Training.	
Employability	
Outputs	
# of young people enrolled in employability training programs.	
# of young people completed the employability training programs.	
Outcomes	
Program completers demonstrated a statistically significant positive improvement in life and employability skills and attitude.	
# of young people engaged in productive activities - get a job within 6 months after training.	
# of young people engaged in productive activities - enroll back into educational system within 6 months after training.	
# of young people who retained their jobs for 6 months.	
# of employers hired YWJ graduates.	
Entrepreneurship	
Outputs	
# of young people trained in entrepreneurship.	
# of business persons provided mentorship services.	
Outcomes	
# of income generating enterprises established by YWJ	





graduates within 6 months after completion of training.	
# of people employed by YWJ income generating enterprises.	
#of YWJ entrepreneurs who sustained their enterprises for 6 months.	
Career Counseling	
Outputs	
# of entities provided career counseling services.	
# of career counselors trained	
# of career counselors certified	
# of youth participated in career counseling programs.	
Outcomes	
#of graduates expressed satisfaction with career counseling training program.	
Component two: Improved Provision of Youth Friendly Services	
Youth	
Outputs	
# of youth participated in YWJ Youth Friendly Service Programs.	
Outcomes	
Program completers demonstrated a statistically significant positive improvement in life and employability skills and attitudes.	
#of youth expressed satisfaction from training program.	
Parents and community members expressed their satisfaction from training program.	
Service Providers	
Outputs	





#of CBOs trained in youth friendly services protocols.	
#of youth workers trained in YWJ youth friendly services protocols	
Component three: Youth civic engagement to support improved environment & infrastructure	
Youth	
Outputs	
# of youth participated in YWJ Civic Engagement/Volunteerism (Youth Led/Adult Led).	
# Of youth who volunteered as a result of the Program with no history of volunteering previously.	
# of youth groups awarded grants.	
# of new/improved community spaces (infrastructure) created by young people.	
Outcomes	
# of youth expressed satisfaction with volunteering/community engagement experience	
# of youth expressed satisfaction with training for volunteering/community engagement	
Parents and community members expressed their satisfaction from training program.	
Service Providers	
Outputs	
#of CBOs offered civic engagement/volunteerism opportunities for young people.	
# of youth workers trained in YWJ civic engagement/volunteerism effective practices.	





Youth: Work Jordan

Sample CBO Budget template

MANAGEMENT	Rate (JD)	Unit	Total Budget	Total YWJ contribution	CBO leverage contribution	Other leverage contribution
1. PERSONNEL	Monthly Salary	Percentage				
Salaries		12				
<i>Sub-total Salaries</i>						
Benefits						
Social security	11%					
Medical insurance	3%					
<i>Sub-total Benefits</i>						
2. ACTIVITIES - TRAINING/WORKSHOPS/PUBLICATIONS						
<i>Sub-total Activities</i>						
3. TRANSPORTATION						
		Trips				
<i>Sub-total Travel & Transportation</i>						
4. ADMIN & SUPPLIES						
		Months				
<i>Sub-total Admin & Supplies</i>						
TOTAL BUDGET						





Inquiries:

- For any inquiries regarding the submission of the grant application, please contact the CNGO in charge of the area.





Acknowledgement for the Submission of the Application

- We, the undersigned, submit this grant application form to the Review and Evaluation Committee of Youth:Work Jordan Program for review and study. We hereby acknowledge that all the signatories below have participated in the preparation of the required forms, and undertake and vow that all information provided herein are up-to-date, complete and accurate.

Applicant's Signature:

Date of Submission:

Title:

Approval of the Review and Evaluation Committee:

Date:

For the use of YWJ Approval of the Committee to review and evaluation of the project

Project manager in the CNGO	Grants Manager in the CNGO
Review was conducted and funding of project () was recommended	Review was conducted and funding of project () was recommended
Remarks:	Remarks:
Date:	Date:





Approved for forwarding the request to the Executive Director of Youth International Organization

Not approved (please refer to below explanations)

Project Manager _____ Date _____

Reviewed and grant approved

Not approved

Executive Director / International Youth Foundation _____ Date _____



Attachment 6: Pre-Award Assessment

Pre-Award Assessment Questionnaire Form

The purpose of this questionnaire is to assess the financial and administrative internal controls, policies, and procedures of potential implementing partners under Youth:Work Jordan (YWJ). This questionnaire is meant to be administered in an interview format, with responses recorded on the form by a CNGO staff member. (If an interview format is not possible, the questionnaire should be completed by a senior staff member within the CBO's finance/accounting department.)

If significant deficiencies in systems or internal controls are identified during the due diligence process, including through this questionnaire, the CBO will be required to develop and integrate an appropriate system as a stipulation in the grant agreement; normally future disbursements will be conditional on evidence that an adequate system has been implemented. The necessary steps will be specifically stated within the grant agreement along with a firm timeline for implementation.

Organization Name: _____

Respondent (CBO Finance staff member): _____

Title: _____

Certification of Accuracy of Information

I, _____, _____, as a legally authorized representative
Name (Printed or Typed) Title
of _____ do hereby certify that, the information provided in
Organization
this questionnaire is accurate to the best of my knowledge and any intentional falsification could result in the denial of an award from Youth:Work Jordan.

Date: _____

<p><u>Organizational Capacity</u></p> <p>In order to understand the resources that the grantee organization has available to manage funds from YWJ, we ask a variety of questions. With this information, we can start to determine your organizational capacity to administer a subgrant.</p>	
<p>What is your current year operating expenditure budget?</p>	
<p>What is your current year projected revenue budget?</p>	
<p>Do the figures above include expenditures that would be covered by the YWJ grant?</p>	
<p>Has the organization received US government funds in the past? If so, how much and from which department and how long ago?</p>	
<p>Is the organization familiar with the US Agency for International Development's (USAID) financial and administrative requirements? (only applicable if funds you will receive for the project will be provided by the US Government)</p>	
<p>Please provide us with a copy of your organizational chart. This should show all the staff assigned to financial management of your work.</p>	
<p>Do you use word and/or excel?</p>	
<p>Do you have e-mail? If so, is it on-site?</p>	

<p><u>Accounting System</u></p> <p>In order to properly report on financial expenditures, the grantee organization should have an appropriate accounting system in place. The accounting system must properly segregate and identify the funds from different donors and allow for each expense to be allocated to the appropriate donor.</p>			
	Yes	No	Comments
<p>What accounting system do you use?</p>			
<p>How will you identify and report on expenses paid for by funds provided by YWJ as opposed to those paid for by other donors?</p>			

Personnel Time Tracking

If the grantee plans to charge salaries to the grant agreement, the grantee must use some type of personnel activity tracking system. This system can be a simple timesheet that shows how staff has allocated their time to a variety of activities and/or funders. With timesheets, the organization can then allocate personnel expenses to different funders appropriately. So that these allocations are accurate, timesheets should track time for all work performed by employees assigned to the YWJ project (e.g. not just YWJ work). If personnel is assigned to be 100% devoted to the project (100% allocation of time), then timesheets may not be necessary as long as there is sufficient proof of time allocation in contractual documents such as personnel contracts to substantiate the charges to the grant.

Timesheets should:

- Identify the date worked
- Correspond with pay period
- List of all activities paid for by different funders so that appropriate charges can be made to each funder. This list should also include vacation, holidays, and sick leave.
- Show all hours actually worked during each pay period
- Be signed by employee and an approved supervisor

Note: YWJ can provide samples if organization does not currently use timesheets.

	Yes	No	Comments
Does your organization use some type of a personnel activity report as described above?			
If so, is the activity report used to charge payroll expense to activities and funders?			

Procurement

Grantees are expected to promote free and open competition to ensure that not only a fair and reasonable price is obtained for goods and services, but that funds are distributed to a larger segment of the community and not to a select few.

Grantees should have written policies and procedures that include:

- Conflict of interest policy
- Procedure for free and open competition to the maximum extent possible
- Procedure for conducting some form of cost or price analysis for items whose cost exceeds an established unit cost and a procedure for maintaining procurement files with appropriate documentation of such analysis. Usually, three different price quotes are sought before purchases are made. If three quotes are not available, the reason for selection and documents explaining the justification for lack of competition should be kept on file.

Note: YWJ can provide samples if organization does not have these.

	Yes	No	Comments
Does the grantee have written policies and procedures for procurement?			
Do these policies set forward a procedure for free and open competition as well as require cost analysis for items over an established unit cost?			
Do employees sign a Conflict of Interest statement?			

Travel

All travel should be clearly identified in the budget. If not, approval from YWJ will need to be obtained before travel occurs. Grantees should have policies and procedures with regards to travel. These should include:

- Policies for reimbursement including:
 - Provision for reasonableness - all expenses incurred should be reasonable (e.g. no first class travel, no 5 star hotels)
 - Provision detailing reimbursement methodology – reimbursement for hotels, meals and incidental expenses may be computed based on the following:
 - Actual basis
 - Per diem basis
 - Use of a personal car for business purposes will be reimbursed through a set kilometer rate
- Procedures for reimbursement that require submission of expense reports for each trip. Expense reports should include:
 - the dates of the trip
 - the business purpose for the trip
 - the trip itinerary
 - a description of each expense incurred (type of expense, date incurred, amount, etc).
 - supervisor approval

Note: YWJ can provide samples if organization does not have these.

	Yes	No	Comments
Does the organization have written travel policies and procedures?			
Do these policies prohibit first class travel and other unreasonable expenditures?			
Do these policies state how reimbursements are made – actual expenses or per diem rate? (please note which)			
Does the organization have some type of expense report that includes date of trip, reason for trip, trip itinerary, a description of each expense?			
Does the organization have a standard kilometer rate for personal vehicle usage? If so, what is it?			

Suggested additional questions to be used during the interview as appropriate—these questions can help you understand better how the organization manages its work:

- How are decisions made in your organization (is decision-making centralized or decentralized)?
- How is information shared within your organization?
- How does your organization deal with challenging partners (or challenges with partners)?
- What is your organization's approach to file retention (i.e., creating and maintaining documentation)?
- Who will be responsible for preparing and reviewing programmatic, financial, and administrative reports under the grant?

Attachment 7: Grant Agreement Template

INSERT DATE HERE

«Org_Primary_Contact_Name»
«Org_Primary_Contact_Title»
«Org_Name»
«Org_Address»

Project ID #: «Request_Reference_Number» *(Please refer to this ID number in all correspondence)*

Dear «Letter_Salutation»:

<<CNGO Name>> (Grantor) is pleased to award the Grant Agreement described below to the «Org_Name» (Grantee) subject to the following General Conditions:

ARTICLE I. DESCRIPTION OF GRANT AGREEMENT

Grantee: «Org_Name»
«Org_Phones»

Grant Amount: <<AMOUNT IN USD>>

Name of Project: **INSERT THE PROJECT NAME**

Project Purpose: «Request_Project_Title»

Commencement Date: «Request_Project_Start_Date»

Termination Date: «Request_Project_End_Date»

Programmatic Contact: «Contact_Name_Full»
Title: «Contact_Title»

Finance Contact: «Contact_Name_Full»
Title: «Contact_Title»

Grantor Programmatic Contact: «Request_Staff_Person»
«Request_Staff_Title»

E-mail: **INSERT GRANTOR PROGRAM OFFICER E-MAIL**

Grantor Finance Contact: **INSERT GRANTOR FINANCE OFFICER NAME**
Title: **INSERT GRANTOR FINANCE OFFICER TITLE**
E-mail: **INSERT GRANTOR FINANCE OFFICER E-MAIL**

ARTICLE II. GENERAL CONDITIONS

1. **Purpose.** The funding provided by this Grant Agreement will be used solely for the purposes described in this document and will be accounted for separately in your records. Grantee will carry out all program activities as detailed in *Appendix A-Program Description*.
2. **Funding Source.** This agreement is funded via US government funding through an agreement with the US Agency for International Development (USAID), Agreement number 278-A-00-09-00306-00 with the International Youth Foundation, which is the prime recipient of USG funds. As such, this agreement is made on the condition that funds will be administered under the terms and conditions set forth in the mandatory standard provisions for U.S. nongovernmental organizations. Approval of expenditures will be contingent upon compliance with the above provisions and applicable cost principles per the Office of Management and Budget (OMB) circular A-122. These provisions have been summarized in *Appendix D—Financial and Administrative Guidelines*. These guidelines have been developed to assist grantee organizations with compliance with USAID provisions. The guidelines are not intended to replace such provisions. Please reference *Appendix E—Mandatory Standard and Applicable Provisions* and the following websites for the USAID provisions in their entirety:
 - a. Mandatory Standard and Applicable Provisions for Non U.S. Nongovernmental Organizations:
<http://www.usaid.gov/policy/ads/300/303mab.pdf>
 - b. OMB Circular A-122 - Cost Principles for Non-Profit Organizations
<http://www.whitehouse.gov/omb/circulars/a122/a122.html>
 - c. Administration of Assistance Awards to U.S. Non-Governmental Organizations
http://www.access.gpo.gov/nara/cfr/waisidx_07/22cfr226_07.html
3. **Availability of funds.** Disbursement of award funds is contingent upon availability of funds from USAID, satisfactory progress of the project and its continued relevance to USAID strategic objectives. Disbursement of total committed amount is contingent upon USAID's commitment to fund the total estimated costs approved in the IYF cooperative agreement and IYF's commitment to fund the total estimated costs in the Grantor's grant agreement with IYF.
4. **Program Monitoring and Reviews.** Grantor, IYF or USAID may, at its expense, monitor and review the operations under this grant, which may include visits by representatives of these parties to observe Grantee's procedures, operations and utilization of grant funds and to discuss this grant with Grantee's personnel.
5. **Accounting Requirements:** Supporting documents consisting of bank statements, bills, invoices, cancelled checks, receipts, etc., and those which document income earned, charges incurred, receipt and use of goods and services acquired, and costs of the program supplied from other sources under the Grant Agreement, shall be retained by Grantee for five years after final disbursement of the Grant Agreement and may be examined by Grantor, IYF or USAID's auditors, consultants and representatives, on reasonable notice and during regular business hours. In addition, Grantee is required to submit organizational audited financial statements annually for the duration of the grant. Additional information related to project expenditures may be requested to fulfill the reporting requirements of USAID.
6. **Budget:** The budget for this Grant Agreement is included in *Appendix B-Budget*. Variances above 10% need a detailed explanation and prior written approval from Grantor. Exchange gains or losses may require budget modifications. Only costs included in the approved budget and proposal are allowable under this agreement. Grantee may only allocate expenditures to this award during the period beginning from the commencement date of the award through the termination date.
7. **Reporting.** Grantee will submit to Grantor programmatic and financial reports by the dates and following the instructions outlined in *Appendix C-Reports*. Future disbursements of the grant by

Grantor will be subject to Grantee's timely submission of these reports and will be payable within 30 days of Grantor's receipt of said report provided.

8. Program income. Unless otherwise noted in the special conditions to this award, any program income earned through activities funded in this award shall be considered additional funds and shall only be used for activities specified in this agreement.
9. Payment: Payments will be made within 30 days of receipt of signed monthly financial reports and other requirements as found in the schedule in *Appendix C-Reports*. Grantor will reimburse Grantee for all approved expenditures incurred during the period reported. Grantor will continue to reimburse approved expenditures up to the full amount of the approved budget. Any funds not disbursed at the end of the grant period may result in a reduction in the total grant commitment. Payment will be sent by wire transfer.
10. Amendments. Grantee will obtain prior written approval for any changes to this grant agreement. If changes are made without Grantor's prior approval, Grantor reserves the right to disallow the change. Changes to the agreement include but are not limited to program description as defined in *Appendix A—Program Description*, project terms as defined in *Article I. Description of Grant* and budget variances as described in *Article II. Paragraph 8*.
11. Unexpended Funds. Any portion of the Grant agreement uncommitted or unexpended at the completion of the project or at the termination date of this Grant agreement, shall be repaid to Grantor within thirty (30) days, unless IYF shall, in writing, otherwise authorize.
12. Intellectual Property. IYF shall own all rights, title, ownership, and interest (including all copyrights, publication and display rights, and all rights of electronic communication and transmission) of any kind in all works prepared and delivered by Grantee under this Agreement. In addition, USAID reserves the right to use for its purposes all works prepared and delivered under this Agreement.

Grantee will receive from IYF a thirty-year, non-exclusive, royalty free and paid-up right license to use this work in Jordan, provided that the use is for not-for-profit, non-commercial activities and in support of IYF's and Grantee's charitable purposes, and that IYF is acknowledged as owner of the works.

Grantee shall own all works created by Grantee prior to the agreement with IYF, but used for the purposes of this project. If such material is repackaged with program funds for the use of this project, Grantee retains ownership. However, IYF, Grantee and USAID shall be acknowledged as funders of the repackaged material and Grantee shall grant IYF and USAID a thirty-year, non-exclusive, worldwide, royalty free and paid-up right and license to use the work. This clause shall survive termination of this Agreement.
13. Branding and Marking. Grantee will follow the USAID Branding Strategy and Marking Plan as outlined in *Appendix D—Administrative and Financial Guidelines*. Grantee shall report on compliance with this requirement in programmatic reports as outlined in *Appendix C—Reports*. Failure to comply with these guidelines may result in disallowed costs. The approved USAID and marking and branding plan is hereby incorporated by reference. Grantor will forward the marking plan to the grantee.
14. Charitable Purposes. The Grantee represents that use of agreement funds will at all times be wholly consistent with *the purposes outlined* in this Grant Agreement and its Appendices and that no funds will be used for lobbying, political activity, or private benefit.
15. Dissolution of Grantee - Cancellation of the Project. If the Grantee dissolves or the project is cancelled for any reason, all assets, including Grant Agreement funds, interest and property, held by the Grantee at the time of such dissolution or cancellation, attributable or identifiable as having been provided by

Grantor, or purchased with Grant Agreement funds, shall be returned to Grantor in a manner and form to be prescribed by Grantor and to the extent permissible under local law.

16. Termination of Agreement. Except for the provisions relating to Intellectual Property, which shall survive termination, this Agreement shall terminate upon the fulfillment by the respective parties of all grant payment, grant use, and reporting requirements hereunder. However, after entering into this Agreement, it is possible that circumstances will arise which will persuade Grantor that this Grant Agreement should be earlier terminated. If that should happen, Grantor acknowledges that Grantee nevertheless, would then be entitled to full reimbursement for eligible approved expenses connected with the Grant Agreement and already paid by Grantee or for which it became legally responsible before notification of Grantor's decision. Accordingly, Grantor may, at any time, cancel the unpaid portion of this Grant Agreement by notice to Grantee. Within thirty (30) days of such notice, Grantee shall furnish, in writing, a complete list of such expenses, and Grantor thereupon shall pay to Grantee an amount equal to the total of those expenses it determines to be reasonable expenses connected with the Grant Agreement and adequately documented. Upon making such payment, Grantor shall have no further obligation to Grantee, its officers, agents or representatives, and Grantee shall thereby release Grantor, its officers, agents and representatives from any liability. Furthermore, all assets, held by Grantee, attributable or identifiable as having been provided by Grantor, or purchased with Agreement funds, shall be returned to Grantor in a manner and form to be prescribed by Grantor and to the extent permissible under local law.

Should Grantee terminate the Agreement, Grantee acknowledges that Grantor retains the right to refuse reimbursement of any outstanding expenses. Within thirty (30) days of such notice, Grantee shall furnish, in writing, a complete list of any un-reimbursed expenses. Grantor shall review and pay those expenses it determines to be reasonable expenses connected with the Agreement and adequately documented. Upon making such payment, Grantor shall have no further obligation to Grantee, its officers, agents or representatives, and Grantee shall thereby release Grantor, its officers, agents and representatives from any liability. Furthermore, all assets, held by Grantee attributable or identifiable as having been provided by Grantor, or purchased with Agreement funds, shall be returned to Grantor in a manner and form to be prescribed by Grantor and to the extent permissible under local law.

17. Notices. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered, or mailed by registered or certified mail, or faxed to the addresses or fax numbers provided on the first page of this Agreement.
18. Reciprocal Indemnification. Each entity remains solely responsible and liable for its respective claims, debts, obligations, and liabilities. Each entity hereby agrees to indemnify and hold harmless the other party with respect to any loss, claim, liability, or cost defending the same (including reasonable attorney fees and expenses), arising because of the action or inaction of the other entity.
19. Warrant of Corporate Authority. Both parties hereby warrant that the respective governing boards of Grantor and the Grantee have by proper procedure, at a duly convened board meeting, given authority for this Agreement, which authority is not in violation of respective organizational authority, other contracts and documents.
20. Integrated Agreement. This Agreement constitutes the entire understanding and agreement between Grantor and the Grantee with respect to its subject matter and may only be amended or modified by a written agreement signed by both parties.
21. Conflict Resolution. All disputes arising out of or in connection with this Agreement and its attachments that cannot be resolved privately between the parties shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The parties understand that these methods shall be the sole remedy for any

controversy or claim arising out of this Agreement and expressly waive their right to file a lawsuit or claim against one another for such disputes, except (1) to enforce an arbitration decision, or (2) in the event of actual or threatened violation of the provisions hereunder related to intellectual property, to obtain a temporary restraining order or other injunctive relief to compel compliance with or prevent breach of such provisions, or to prevent or minimize irreparable harm to Grantor. All actions submitted to arbitration shall be brought within 12 months of occurrence or discovery, or shall be forever waived.

22. Governing Law. This Agreement will be governed by the laws of the Kingdom of Jordan.
23. US Law. Grantee is reminded that all activities must comply with US law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism and/or drug trafficking. It is the legal responsibility of Grantee to ensure compliance with these laws. In particular, to ensure compliance with Executive Order 13224 and the USA Patriot Act which prohibit such funding, Grantee shall vet any individuals or organizations (and their board members) receiving funds from this agreement. These lists can be found at the following websites:
 - a. <http://www.state.gov/s/ct/rls/other/des/123085.htm>
 - b. www.un.org/Docs/sc/committees/1267/1267ListEng.htm
 - c. www.epls.gov

ARTICLE III. SPECIAL CONDITIONS

ADD OTHER SPECIAL CONDITIONS AS NEEDED. SPECIAL CONDITIONS SHOULD ONLY BE USED IF THE PAYMENT IS CONTINGENT ON RECEIVING SOMETHING SPECIFIC, FOR EXAMPLE OVERDUE REPORTS FROM ANOTHER GRANT, TRAVEL POLICY, SUB-MONITORING PLAN, OR REQUIREMENTS BASED ON THE RISK ASSESSMENT.

The foregoing Grant Agreement was executed by _____ at _____, Amman, Jordan .
[Grantor Name]

By: _____ Date: _____

Name:
Title:

GRANTEE ACCEPTANCE

The Grantee accepts the above-described document on the terms and conditions set forth in the foregoing Grant Agreement, and agrees to perform its responsibilities under it.

[Grantee Name]

By: _____ Date: _____

Name:
Title:

APPENDIX A – PROGRAM DESCRIPTION

**INSERT
FINAL PROPOSAL
OR
PROGRAM DESCRIPTION**

APPENDIX B - BUDGET

INSERT PICTURE OF EXCEL DOCUMENT

APPENDIX C - REPORTS

A. Schedule

Date of Submission	Type of Report	Notes
--------------------	----------------	-------

«Request_Payment_Requirements_Table»

«Request_Grant_Requirements_Table»

B. Description of the Different Types of Reports

Financial Reports:

Must be prepared on the Financial Report Form template which will be provided electronically, and must be certified correct by an authorized staff member of the Sub-recipient. Instructions for completing the financial report form will be included in the electronic template. For all purposes, the budget refers to the one included in *Appendix B—Budget*.

In the Financial Reports, expenses should be reported in local currency using a consistent accounting basis (cash or accrual), throughout this Grant Agreement.

The Financial Report requires reporting on actual funds received. Instructions for completing the Financial Report Form will be included in the electronic template.

Inventory Reports:

As a recipient of USAID funds, IYF is required to obtain a complete inventory list of remaining equipment and supplies at the termination of this Agreement. Detailed instructions on how to complete the inventory list are indicated in *Attachment 1 to Appendix C-Reports*. The Inventory report template will be sent electronically.

USAID Reporting of Foreign Taxes:

Per US government regulations, USAID requires that all organizations receiving USAID funds report on the Value Added Tax (VAT) assessed by governments foreign to the United States. Guidelines on how to complete the Reporting of Foreign Taxes report are included in *Attachment 2 to Appendix C-Reports*. This report will have no impact on the funding or programmatic delivery of this agreement. VAT reports are to be submitted annually for the previous fiscal year.

Programmatic Reports:

Instructions and templates for program report will be provided electronically. All program reports should incorporate the following:

Marking and Branding

To ensure compliance with marking and branding guidelines, programmatic reports should include a section on compliance with marking and branding guidelines. This section should include:

1. Any material to be produced for this project must be approved prior to its production and distribution. Please describe any materials produced for this project during this reporting period. If materials were produced, please provide 5 copies to YWJ.
2. Will any material be produced in the upcoming reporting period? If so, please submit it for approval.

**ATTACHMENT 1 TO APPENDIX C – REPORTS
INSTRUCTIONS FOR COMPLETING THE INVENTORY REPORT FORM**

The following data fields must be inputted within the form for all remaining inventory at the end of the agreement.

- Item number – Number in sequence of inventory list
- Description – Brief description of item (computer, chairs, desk, etc.)
- Model Number – Model number listed on equipment (if applicable)
- Serial Number – Serial number listed on equipment (if applicable)
- Vendor – Name of supplier of equipment.
- Source – Country designation of vendor (e.g. U.S.)
- Quantity – Number of units of that item
- Condition – Rate as either Poor, Fair, Good, or Excellent
- Actively Used – Item is still being used for the project. (Yes/No)
- Cost per Unit (USD) – Cost in U.S. dollars
- Federal Cost Share per Unit – Amount of unit cost funded by subaward.
- Total Cost (USD) – Units x Cost per Unit
- Acquisition Date – Date of purchase of equipment
- Location of Equipment – Where equipment is housed and used (e.g. Mindanao schoolhouse)
- Disposition Date – Date when equipment is disposed of by organization (if applicable)
- Date of Inspection – Date when equipment was last inspected for condition
- Inspected by – Initials or name of inspector

**ATTACHMENT 2 TO APPENDIX C – REPORTS
INSTRUCTIONS FOR COMPLETING THE VAT REPORT FORM**

- A. Reports are to be submitted annually for the 01 October through 30 September fiscal year. The report, containing cumulative information for the 12 months ended 30 September, should be received by 15 January of the next year and the final report due date.
- B. Contents of Report. The reports must contain:
- a. Grantee/recipient name
 - b. Grant number
 - c. Amount of foreign taxes assessed by a foreign government (each foreign government must be listed separately) on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the fiscal year of 01 October through 30 September.
 - d. Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - e. Any reimbursements received by the Recipient during the period in (c.) regardless of when the foreign tax was assessed plus any reimbursements on the taxes reported in (c.) received by the recipient through 30 September.
 - f. Reports are required even if the Grantee/recipient did not pay any taxes during the report period.
 - g. Cumulative reports may be provided if the Grantee/recipient is implementing more than one program in a foreign country.
- C. Definitions. For purposes of this clause:
- a. "Commodity" means any material, article, supply, goods, or equipment.
 - b. "Foreign government" includes any governmental entity other than the United States.
 - c. "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- D. Sub-agreements. The Grantee must include this reporting requirement in all applicable subcontracts, sub-grants and other sub-agreements funded by USAID.
- E. For further information contact Grantor.

APPENDIX D-ADMINISTRATIVE AND FINANCIAL GUIDELINES

The following financial and administrative guidelines have been provided in order to assist Grantees in compliance with the terms of the Grant Agreement and provisions mandated by USAID. These guidelines are not intended to replace those provisions set forth by USAID. Please reference the following websites for the USAID provisions in their entirety:

- Mandatory Standard and Applicable Provisions for Non U.S. Nongovernmental Organizations:
<http://www.usaid.gov/policy/ads/300/303mab.pdf>
- OMB Circular A-122 - Cost Principles for Non-Profit Organizations
<http://www.whitehouse.gov/omb/circulars/a122/a122.html>
- Administration of Assistance Awards to U.S. Non-Governmental Organizations
http://www.access.gpo.gov/nara/cfr/waisidx_07/22cfr226_07.html

Financial Systems

In order to comply with the policies and procedures of the funders that have made this grant possible (through IYF), the Grantee will:

- Maintain Books/documents of accounts with:
 - General Ledger
 - Cash Receipts / Disbursement Journal
 - Payroll Journal
 - Accounts Payable Journal
 - Fixed Assets Schedule
 - Accounts Receivable Journal (for accrual accounting only)
- Maintain bookkeeping entries up to date at all times. Books should be closed each month.
- Maintain cash records up to date so that current bank balances are known.
- Follow procedures that allow for the allocation of expenses to projects/funds/donors.
- Maintain accounting records that identify receipts and payments from different donors.
- Keep all funds in a separate bank account to the degree possible.
- Submit copies of all receipts related to expenditures and keep originals on file and available on demand.
- Submit an annual financial audit report issued by an external auditor or annual report submitted to the government.

Personnel Activity Records

All personnel costs must be supported by some type of a personnel activity report (a timesheet). Grantee should have written policies establishing how they will maintain records of the staff's time spent on different activities. These should be clearly communicated to the staff.

Personnel activity records (timesheets) should, at minimum:

- Identify the date worked
- List of all activities paid for by different funders so that appropriate charges can be made to each funder. This list should also include vacation, holidays, and sick leave.
- Show all hours actually worked during each pay period
- Be signed by employee
- Be signed by an approved supervisor at the end of each pay period (monthly at minimum)

Procurement

All procurement under an YWJ Grant Agreement should be consistent with that accepted in the budget. If any procurement of goods or services falls outside that agreed upon in the budget, prior approval is required.

YWJ expects all Grantees to promote free and open competition to ensure that not only is a fair and reasonable price obtained, but that funds are distributed to a larger segment of the community and not to a select few.

The following policies should be in place for the procurement of any goods or services over US\$1,000:

- Written standards of conduct for procurement (including a conflict of interest statement)
- Established written policies and procedures for procurement. Should include:
 - Purchase order system
 - Open bidding process requiring at minimum three bids
- Keep the appropriate documentation to demonstrate that free and open competition has been ensured and that reasonable prices have been sought
- If for some reason, open competition is not feasible, documentation explaining the justification for lack of competition should be kept on file.

Specific Cost Allowability

Allowable costs are those that are deemed ordinary and necessary to carry out the activities budgeted for in the project, incurred specifically for the award and included in the approved budget per this agreement.

The following costs are deemed **unallowable** and will not be approved for reimbursement under this Grant Agreement:

- Alcoholic beverages
- Entertainment costs
- Goods for personal use
- Political advocacy and lobbying
- Bad debts
- Fines and penalties
- Contingency provisions
- Organization and incorporation fees
- Investment management costs

The following costs **require special approval** from YWJ:

- Capital expenditures
- First Class/Business Class Travel & Accommodations
- Automobiles
- Equipment with a fair market value (FMV) over USD \$5000.00
- Foreign travel
- Overtime pay

Approval of the above will have been met under either of the following conditions: Costs have been specifically identified in the budget and narrative or specific approval has been provided by YWJ in writing.

Travel

All travel to be paid for with YWJ funds, should be clearly identified in the budget. Approval of the budget provides implicit approval of the travel. Written approval must be obtained for travel not included in the budget.

For all foreign travel (outside own country), every attempt must be made to travel on US carriers if available. Lower cost is not an acceptable reason for using a non-U.S. carrier. In all cases when a non U.S.

carrier is used, a written statement explaining why service by a U.S. flag carrier was unavailable must be prepared and attached to the current period financial report.¹

The Grantee must have policies and procedures in place that provide guidance to the staff when planning travel and requesting reimbursement.

Policies and procedures should include:

- Policies for reimbursement
 - Expenses incurred should be reasonable (e.g. no first class travel, no 5 star hotels)
 - Expenses will be reimbursed in their totality unless a per diem policy is utilized and expenses exceed per diem rates.
 - A kilometer rate for use of a personal car for business purposes should be established
- Procedures for reimbursement - An expense report must be submitted. It should include:
 - Travel Authorization with Prior Approval
 - The trip itinerary
 - A description of each expense incurred (type of expense, date incurred, amount, etc).
 - Approval by the appropriate supervisor

Furniture and Equipment

If agreement funds are used to purchase furniture and equipment, a detailed inventory of items should be maintained. The inventory should contain the following information:

- Description
- Model Number (if applicable)
- Serial Number (if applicable)
- Vendor
- Quantity
- Condition
- Usage Status
- Cost per Unit (USD)
- Federal Cost Share per Unit
- Total Cost (USD) (for multiple units)
- Acquisition Date
- Location of Equipment
- Disposition Date (if applicable)
- Date of Inspection
- Inspector signature or initials

A physical inventory count should be performed at least once a year.

Leverage

Leverage is defined as cash or in-kind contributions of non-USAID funds that the Grantees shall bring into the program in order to achieve the intended goals. These contributions may include resources that third-parties may bring to the program without necessarily providing them to the Grantee. These contributions are not subject to the criteria listed above for cost share but are obligations that the Grantees has committed in order to achieve goals and objectives of the program.

Publications and Media Releases

If publications, videos or other information and/or media products are financed with federal funds under this award, USAID shall be prominently acknowledged with the USAID logo and the following statement:

"This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of _ (specify USAID office, bureau, or mission)

¹ Only applicable to USAID/federally funded expenditures

_____, 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."

One electronic and two hard copies of the published works must be submitted to IYF within 30 days of issue.

Branding and Marking

USAID has instituted marking and branding rules which require cooperative agreement recipients to give credit to USAID for funding their respective project. Please see 22 CFR 226.91 (http://edocket.access.gpo.gov/cfr_2007/aprqtr/pdf/22cfr226.91.pdf) for more information.

Please see Clause #15 in Article II General Conditions for specific compliance requirements.

As a recipient of USAID funds under this project, Grantee is responsible for implementing the approved marking and branding plan. In order to do so, Grantee must obtain prior approval before producing any project related materials. Prior approval consists of submitting each item and obtaining written consent from YWJ prior to publishing or printing. If items are not approved, the cost associated with the production and the use of these items will be disallowed. Furthermore, grantee must provide evidence of compliance through programmatic reports (*see Appendix C – Reports*). Please contact the Programmatic Contact Person indicated in Article I Description of Grant Agreement to obtain assistance with marking and branding. YWJ will provide the necessary logos and other information on marking/branding you will need in order to comply with the USAID requirements.

APPENDIX E-MANDATORY STANDARD PROVISIONS

Mandatory Standard Provisions For Non-U.S., Nongovernmental Recipients

A Mandatory Reference for ADS Chapter 303

Note to Grantee: These provisions were originally written as requirements for direct recipients of USAID funding, but they also apply to your organization as a recipient of USAID funding through IYF and Grantor. In your case, the donor is Grantor rather than USAID, thus any reference to USAID should be substituted with Grantor.

Table of Contents

I. MANDATORY STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL RECIPIENTS	18
1. ALLOWABLE COSTS (OCTOBER 1998).....	18
2. ACCOUNTING, AUDIT, AND RECORDS (OCTOBER 1998).....	18
3. PAYMENT ADVANCES AND REFUNDS (OCTOBER 1998).....	18
4. REVISION OF AWARD BUDGET (OCTOBER 1998).....	19
5. TERMINATION AND SUSPENSION (OCTOBER 1998).....	19
6. DISPUTES (OCTOBER 1998).....	20
7. INELIGIBLE COUNTRIES (MAY 1986).....	20
8. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JANUARY 2004).....	20
9. DRUG-FREE WORKPLACE (JANUARY 2004)	20
10. NONLIABILITY (NOVEMBER 1985).....	21
11. AMENDMENT (OCTOBER 1998).....	21
12. NOTICES (OCTOBER 1998).....	21
13. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992).....	21
14. EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (DECEMBER 2009)	21
15. IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (MARCH 2002)	22
16. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DECEMBER 2005).....	22
17. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006).....	24
II. REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR NON-U.S., NONGOVERNMENTAL RECIPIENTS	25
1. (RESERVED).....	25
2. PAYMENT REIMBURSEMENT (MAY 1986).....	25
3. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999).....	25
4. (RESERVED).....	26
5. PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998).....	26
6. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (SEPTEMBER 1998).....	27
7. SUBAGREEMENTS (OCTOBER 1998)	29
8. LOCAL PROCUREMENT (OCTOBER 1998).....	29
9. (RESERVED).....	30
10. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)	30
11. (RESERVED).....	30
12. (RESERVED).....	30
13. PARTICIPANT TRAINING (OCTOBER 1998)	30
14. (RESERVED).....	30
15. (RESERVED).....	30
16. INDIRECT COST RATES - PROVISIONAL (Nonprofit) (OCTOBER 1998).....	30
17. (RESERVED).....	31
18. TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; \$50,000 and Under) (OCTOBER 1998)	31
19. (RESERVED).....	31
20. (RESERVED).....	31
21. COST SHARING (MATCHING) (JULY 2002)	31
22. PUBLIC NOTICES (JUNE 1993).....	31
23. PROGRAM INCOME (OCTOBER 1998)	31
24. (RESERVED).....	32
25. (RESERVED).....	32
26. (RESERVED).....	32
27. REPORTING OF FOREIGN TAXES (MARCH 2006).....	32
28. (RESERVED).....	33
29. (RESERVED).....	33
30. (RESERVED).....	33
31. (RESERVED).....	33
32. (RESERVED).....	33
33. (RESERVED).....	33
34. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)	33
35. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004).....	33

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

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.

[END OF PROVISION]

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.

[END OF PROVISION]

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.

[END OF PROVISION]

4. REVISION OF AWARD BUDGET (OCTOBER 1998)

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

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

- (1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.
- (2) To change a key person where specified in the award, or allow a 25% reduction in time devoted to the project.
- (3) Additional funding is needed.
- (4) Where indirect costs have been authorized, the recipient plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.
- (5) The inclusion of costs that require prior approval in accordance with the applicable set of Cost Principles.
- (6) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.
- (7) The recipient intends to contract or subaward any of the work under this award, and such contracts or subawards were not included in the approved award budget.

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

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

[END OF PROVISION]

5. TERMINATION AND SUSPENSION (OCTOBER 1998)

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

b. This award may be terminated at any time, in whole or in part, by the Agreement Officer with the consent of the recipient. Both parties 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.

[END OF PROVISION]

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.

[END OF PROVISION]

7. INELIGIBLE COUNTRIES (MAY 1986)

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

[END OF PROVISION]

8. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JANUARY 2004)

- a. The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:
- (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
 - (2) Have been convicted within the preceding three-years period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
 - (3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and
 - (4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.
- b. The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (<http://epls.arnet.gov>). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (DECEMBER 2003)

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

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

[END OF PROVISION]

9. DRUG-FREE WORKPLACE (JANUARY 2004)

- a. The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must
- (1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - (2) Specify the actions the recipient will take against employees for violating that prohibition; and
 - (3) Let each employee know that, as a condition of employment under any award, he or she
 - (i) Must abide by the terms of the statement, and
 - (ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
- b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about
- (i) The dangers of drug abuse in the workplace;
 - (ii) Your policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- c. Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award, or the completion date of this award, whichever occurs first.

d. The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.

e. Within 30 calendar days of learning about an employee's conviction, the recipient must either

(1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or

(2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

f. The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

[END OF PROVISION]

10. NONLIABILITY (NOVEMBER 1985)

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

[END OF PROVISION]

11. AMENDMENT (OCTOBER 1998)

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

[END OF PROVISION]

12. NOTICES (OCTOBER 1998)

Any notice given by USAID or the recipient 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.

[END OF PROVISION]

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 PROVISION]

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

a. All the requirements of 22 CFR Part 205, Participation By Religious Organizations In USAID Programs, are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in 22 CFR Part 226. The requirements of 22 CFR Part 205 apply to both religious and secular organizations.

b. If the recipient makes subawards under this agreement, faith-based organizations must be eligible to participate on the same basis as other organizations, and must not be discriminated for or against on the basis of their religious character or affiliation.

c. The recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary. These restrictions do not apply to programs where USAID funds are provided to chaplains to work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.

d. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with applicable cost accounting principles. Sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship are ineligible for acquisition, construction, rehabilitation, or improvements using USAID funds.

e. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported in whole or in part by this agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

f. When the recipient is a religious organization, the recipient

(1) Retains its independence and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities, such as worship, religious instruction, or proselytization.

(2) Retains its authority over its internal governance and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(3) Retains its exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1.

(4) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols.

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

[END OF PROVISION]

15. IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (MARCH 2002)

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

[END OF PROVISION]

16. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DECEMBER 2005)

(a) Definitions

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

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

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

Projects include all the marginal costs of inputs (including the proposed investment) technically required to produce a discrete marketable output or a desired result (for example, services from a fully functional water/sewage treatment facility).

Public communications are documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with USAID funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and so forth.

Subrecipient means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization that receives a USAID subaward, as defined in 22 C.F.R. 226.2.

Technical Assistance means the provision of funds, goods, services, or other foreign assistance, such as loan guarantees or food for work, to developing countries and other USAID recipients, and through such recipients to subrecipients, in direct support of a development objective – as opposed to the internal management of the foreign assistance program.

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new landmark, with the tagline that clearly communicates that our assistance is “from the American people.” The USAID Identity is available on the USAID website at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards

(b) Marking of Program Deliverables

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

(2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.

(3) The Recipient will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.

(4) The Recipient will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people's support.

(5) The Recipient will mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.

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

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

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

(9) Subrecipients. To ensure that the marking requirements "flow down" to subrecipients of subawards, recipients of USAID funded grants and cooperative agreements or other assistance awards will include the USAID-approved marking provision in any USAID funded subaward, as follows:

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

(10) Any 'public communications', as defined in 22 C.F.R. 226.2, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

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

(11) The recipient will provide the Cognizant Technical Officer (CTO) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the recipient will submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

(c) Implementation of marking requirements.

(1) When the grant or cooperative agreement contains an approved Marking Plan, the recipient will implement the requirements of this provision following the approved Marking Plan.

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within [Agreement Officer fill-in] days after the effective date of this provision. The plan will include:

(i) A description of the program deliverables specified in paragraph (b) of this provision that the recipient will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity.

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

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

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

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

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

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

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

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

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

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

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

(d) Waivers.

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

(2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient's own identity/logo or that of a third party on materials that will be subject to the waiver.

(3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.

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

(5) Determinations regarding waiver requests are subject to appeal to the Principal Officer’s cognizant Assistant Administrator. The recipient may appeal by submitting a written request to reconsider the Principal Officer’s waiver determination to the cognizant Assistant Administrator.

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

[END OF PROVISION]

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

Requirements for Voluntary Sterilization Programs

(1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

Prohibition on Abortion-Related Activities:

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

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

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

Required As Applicable Standard Provisions For

Non-U.S., Nongovernmental Recipients

The following standard provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with ADS Chapter 303.3.4. **EACH AWARD IS REQUIRED TO HAVE A PAYMENT PROVISION2.**

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

1. (RESERVED)

2. (RESERVED)

3. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

APPLICABILITY: This provision is applicable when costs for international travel or transportation will be funded by USAID. 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.

INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

a. PRIOR BUDGET APPROVAL

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

- (1) the trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).
- (2) the information noted at (a)(1) above is incorporated in: the proposal, the program description or schedule of the award, the annual implementation plan (initial or revisions), or amendments to the award; and
- (3) the costs related to the travel are incorporated in the approved budget of the award.

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

b. NOTIFICATION

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

- (i) the primary purpose of the trip is to work with USAID Mission personnel, or
- (ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

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

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

- (i) Send a written notice to the USAID Cognizant Technical Officer 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 Cognizant 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 Cognizant 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 Cognizant 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 traveling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the 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.

2 Please reference General Condition #11 "Payment" in the IYF grant agreement

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 recipient.

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

g. SUBAWARDS

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

[END OF PROVISION]

4. (RESERVED)

5. PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)

APPLICABILITY: This provision is applicable when the procurement element of an award is over \$10,000.

PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)

The recipient may use its own procurement policies and practices for the procurement of goods and services under this award, provided they conform to all of USAID's requirements listed below and the standard provision entitled "USAID Eligibility Rules For Goods and Services".

a. General Requirements:

(1) The recipient shall maintain a written code or standards of conduct that shall govern the performance of its employees engaged in the awarding and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee's immediate family, the employee's partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

(2) All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contracts shall be made to the offeror whose offer is responsive to the solicitation and is most advantageous to the recipient, price, quality, and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offeror shall fulfill in order to be evaluated by the recipient. Any and all offers may be rejected when it is in the recipient's interest to do so.

(3) All recipients shall establish written procurement procedures. These procedures shall provide, at a minimum, that:

(i) Recipients avoid purchasing unnecessary items,

(ii) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement, and

(iii) Solicitations for goods and services provide for all of the following:

(A) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.

(B) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.

(C) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.

(D) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.

(E) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.

(F) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

(iv) Positive efforts shall be made by the recipients to utilize U.S. small business, minority owned firms, and women's business enterprises, whenever possible. Recipients of USAID awards shall take all of the following steps to further this goal:

(A) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under the award, the recipient shall to the maximum extent possible provide the following information to the

Office of Small and Disadvantaged Business Utilization (OSDBU/MRC), USAID, Washington, D.C. 20523, at least 45 days prior to placing any order or contract in excess of \$100,000:

- (a) Brief general description and quantity of goods or services;
- (b) Closing date for receiving quotations, proposals, or bids; and
- (c) Address where solicitations or specifications can be obtained.

(B) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(C) Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.

(D) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

(v) The type of procurement instruments used, (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts), shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.

(vi) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Contracts shall not be made with firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with copy of this list upon request.

(vii) Recipients shall, on request, make available for USAID, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply:

(A) A recipient's procurement procedures or operation fails to comply with the procurement standards in this part, and

(B) The procurement is expected to exceed \$10,000.

(viii) The recipient shall document some form of price or cost analysis in its procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, and market prices, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.

(ix) Procurement records and files for purchases in excess of the recipient's own small purchase threshold shall include the following at a minimum:

(A) Basis for contractor selection;

(B) Justification for lack of competition when competitive bids or offers are not obtained, and;

(C) Basis for award cost or price.

(x) A system for contract administration shall be maintained to ensure contractor conformance with terms, conditions, and specifications of the contract and to ensure adequate and timely follow up of all purchases. Recipients shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.

b. The recipient shall include, in addition to provisions to define a sound and complete contract, the following provisions in all contracts. The following provisions shall also be applied to subcontracts.

(1) Contracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

(2) All contracts in excess of \$10,000 shall contain suitable provisions for termination by the recipient, including the manner by which termination will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

(3) All negotiated contracts (except those for less than the recipient's small purchase threshold) awarded by the recipient shall include a provision to the effect that the recipient, USAID, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(4) In all contracts for construction or facility improvement awarded for more than \$100,000, the recipient shall observe generally accepted bonding requirements.

(5) Contracts, the principal purpose of which is to create, develop, or improve products, processes, or methods; or for exploration into fields that directly concern public health, safety, or welfare; or contracts in the fields of science or technology in which there has been little significant experience outside of work funded by the U.S. Government, shall contain a notice to the effect that matters regarding rights to inventions, intellectual property, and materials generated under the contract are subject to the regulations included in these grant provisions. The contractor shall be advised as to the source of additional information regarding these matters.

[END OF PROVISION]

6. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (SEPTEMBER 1998)

APPLICABILITY: This provision is applicable when the costs for goods or services will be paid for with USAID funds. This provision is not applicable if the recipient is providing for the goods or services with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.

USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (SEPTEMBER 1998)

a. Ineligible and Restricted Goods and Services: USAID's policies on ineligible and restricted goods and services are contained in ADS Chapter 312. (See ADS 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 firm or individual whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with this list 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 U.S. 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, Origin, and Nationality: The eligibility rules for goods and services based on source, origin, 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 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. A copy will be provided upon request.

(1) For DFA funded awards or when the total procurement element during the life of the 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 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 recipient'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, (including origin) and nationality requirements set forth in 22 CFR 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 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),
- (4) "Special Free World" countries (USAID Geographic Code 899).

d. If USAID determines that the recipient has procured any of these specific restricted goods under this award without the prior written authorization of the Agreement Officer, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

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

[END OF PROVISION]

7. SUBAGREEMENTS (OCTOBER 1998)

APPLICABILITY: This provision is applicable when subgrants or cooperative agreements are financed under the award.)

SUBAGREEMENTS (OCTOBER 1998)

a. Subawards shall be made only with responsible recipients who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Awards shall not be made to firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with a copy of this list upon request.

b. All subagreements shall at a minimum contain provisions to define a sound and complete agreement in addition to those that are specifically required by any other provisions in this award. Whenever a provision within this award is required to be inserted in a subagreement, the recipient shall insert a statement in the subagreement that in all instances where USAID is mentioned, the recipient's name will be substituted. If subagreements are being made to U.S. organizations, a suggested subaward format incorporating 22 CFR 226 and Standard Provisions will be provided.

[END OF PROVISION]

8. LOCAL PROCUREMENT (OCTOBER 1998)

APPLICABILITY: This provision is applicable when goods or services are procured under the award.

LOCAL PROCUREMENT (OCTOBER 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. Regardless of which source, origin, and nationality rules in paragraph (b) of the Provision entitled "USAID Eligibility Rules for Goods and Services" apply, these rules may be followed for local procurement. Rules on Ineligible and Restricted goods continue to apply.

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 the 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 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 will be financed with USAID funds.

[END OF PROVISION]

9. (RESERVED)

10. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)

APPLICABILITY: This provision is applicable when publications are financed under the award.

PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)

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

Online (preferred):

<http://www.dec.org/submit.cfm>

Mailing address:

Document Acquisitions

USAID Development Experience Clearinghouse (DEC)

8403 Colesville Road Suite 210

Silver Spring, MD 20910-6368

Contract Information

Telephone (301) 562-0641

Fax (301) 588-7787

E-mail: docsubmit@dec.cdie.org

Electronic documents must consist of only one electronic file that comprises the complete and final equivalent of a hard copy. They may be submitted online (preferred); on 3.5" diskettes, a Zip disk, CD-R, or by e-mail. Electronic documents should be in PDF (Portable Document Format). Submission in other formats is acceptable but discouraged.

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

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

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

[END OF PROVISION]

11. (RESERVED)

12. (RESERVED)

13. PARTICIPANT TRAINING (OCTOBER 1998)

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

PARTICIPANT TRAINING (OCTOBER 1998)

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

b. Application of ADS Chapter 253: Participant training under this award shall comply with the policies established in ADS Chapter 253, Participant Training (including TrainNet requirements), except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Global Bureau's Center for Human Capacity Development. (See ADS 253) (ADS 253 may be obtained by submitting a request to the Agreement Officer.)

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

[END OF PROVISION]

14. (RESERVED)

15. (RESERVED)

16. INDIRECT COST RATES - PROVISIONAL (Nonprofit) (OCTOBER 1998)

APPLICABILITY: This provision is applicable to all recipients whose indirect cost rates under this award are on a provisional basis.

INDIRECT COST RATES - PROVISIONAL (Nonprofit) (OCTOBER 1998)

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

b. The recipient, not later than nine months after the close of each of its accounting periods during the term of this award, shall submit to the Agreement Officer proposed final indirect cost rates with supporting cost data. 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. Any failure by the parties to agree on any final rate(s) under this provision shall be considered a dispute within the meaning of the standard provision of the grant, entitled "Disputes".

[END OF PROVISION]

17. (RESERVED)

18. TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; \$50,000 and Under) (OCTOBER 1998)

APPLICABILITY: This provision is applicable only when title to property is vested in the recipient and under \$50,000 in equipment is expected to be procured with USAID funds. Equipment is defined as any tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; \$50,000 and Under) (OCTOBER 1998)

a. Title to all property financed under this award shall vest in the recipient.

b. The recipient agrees to use and maintain the property for the purpose of the award and in accordance with the procedures established in this Provision.

c. With respect to property having an acquired value of \$5,000 or more, the recipient agrees to report such items to the Agreement Officer as they are acquired and to maintain a control system which will permit their ready identification and location.

d. Within ninety calendar days after the end of the award, the recipient will provide a list to the Agreement Officer and the Cognizant Technical Officer of each item that has current fair market value of \$5,000 or more with a detailed proposal of what the recipient intends to do with that property. If the Agreement Officer does not respond within 120 calendar days, the recipient may proceed with the disposition of the property. However, if the recipient uses the property for purposes other than those of the award or sells or leases the property, USAID shall be reimbursed of its share of the property unless the Agreement Officer authorizes USAID's share of the income from selling or leasing the property to be used as program income. This share is based upon the percentage of USAID's contribution to the recipient's program. If USAID paid 100% of the recipient's costs, then USAID would receive 100% of the selling cost less a nominal selling fee of \$500 or 10%, whichever is less.

[END OF PROVISION]

19. (RESERVED)

20. (RESERVED)

21. (RESERVED)

22. PUBLIC NOTICES (JUNE 1993)

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

PUBLIC NOTICES (JUNE 1993)

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

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

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

[END OF PROVISION]

23. (PROGRAM INCOME (OCTOBER 1998)

APPLICABILITY: This provision shall be applicable when Program Income is earned under the award.

PROGRAM INCOME (OCTOBER 1998)

- a. The Recipient shall apply the standards set forth in this Provision to account for program income earned under the award.
- b. Program Income earned during the project period shall be retained by the recipient and, in accordance with USAID regulations, other implementing guidance, or the terms and conditions of the award, shall be used in one or more of the following ways:
- 1) Added to funds committed by USAID and the recipient to the project or program, and used to further eligible project or program objectives.
 - 2) Used to finance the non-U.S. Government share of the project or program.
 - 3) Deducted from the total project or program allowable cost in determining the net allowable costs on which the U.S. Government share of costs is based.
- c. When the agreement authorizes the disposition of program income as described in paragraph (b)(1) or (b)(2) of this section, program income in excess of any limits stipulated shall be used in accordance with paragraph (b)(3) of this section.
- d. If the terms and conditions of the award do not specify how program income is to be used, paragraph (b)(2) of this section shall apply automatically; program income in excess of the cost share amount may be applied in accordance with paragraph (b)(1). Recipients which are commercial organizations may not apply paragraph (b)(1) of this section.
- e. Unless the terms and conditions of the award provide otherwise, recipients shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
- f. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award and they comply with the applicable Cost Principles.
- g. Unless the terms and conditions of the award provide otherwise, recipients shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

[END OF PROVISION]

24. (RESERVED)

25. (RESERVED)

26. (RESERVED)

27. REPORTING OF FOREIGN TAXES (MARCH 2006)

APPLICABILITY: This provision is applicable to all USAID agreements that obligate or subobligate FY 2003 or later funds except for agreements funded with Operating Expense, Pub. L. 480 funds, or trust funds, or agreements where there will be no commodity transactions in a foreign country over the amount of \$500.

REPORTING OF FOREIGN TAXES (MARCH 2006)

- a. The recipient must annually submit a report by April 16 of the next year.
- b. Contents of Report. The report must contain:
- (i) Contractor/recipient name.
 - (ii) Contact name with phone, fax and email.
 - (iii) Agreement number(s).
 - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.
 - (vii) Reports are required even if the recipient did not pay any taxes during the report period.
 - (viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- c. Definitions. For purposes of this clause:
- (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (ii) "Commodity" means any material, article, supply, goods, or equipment.
 - (iii) "Foreign government" includes any foreign governmental entity.
 - (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

d. Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission or FM/CMP as appropriate. see b. below] [optional with a copy to]

e. Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

f. For further information see <http://www.state.gov/m/rm/c10443.htm>.

[END OF PROVISION]

28. (RESERVED)

29. (RESERVED)

30. (RESERVED)

31. (RESERVED)

32. (RESERVED)

33. (RESERVED)

34. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

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

USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

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

http://pdf.dec.org/pdf_docs/PDABQ631.pdf.

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

[END OF PROVISION]

35. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)

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

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

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

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

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

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

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

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

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

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

[END OF PROVISION]

[END OF STANDARD PROVISIONS]

APPENDIX F- CERTIFICATIONS, DISCLOSURES AND ASSURANCES

Because this grant is funded by the United States government, the following certification must be signed and returned to Grantor:

- Certification Regarding Lobbying
- Certification Regarding Prohibition on Assistance to Terrorist Organizations

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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, U.S. 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.

APPLICANT:

Title: _____

Date: _____

Name: _____

Signature: _____

CERTIFICATION REGARDING TERRORIST FINANCING IMPLEMENTING E.O. 13224

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient has not provided, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.
2. Specifically, in order to comply with its obligations under paragraph 1, the Recipient will take the following steps:
 - a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not appear (i) on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) on any supplementary list of prohibited individuals or entities that may be provided by USAID to the Recipient.
 - b. The Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
 - c. The Recipient will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware or that is available to the public.
4. The Recipient will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
5. For purposes of this Certification:
 - a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
 - b. "Terrorist act" means-
 - i. an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
 - ii. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - iii. any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict,

when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

- c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

APPLICANT:

Signature: _____

Title: _____

Name: _____

Date: _____