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CLIMATE CHANGE RESILIENT DEVELOPMENT

GRANTS MANUAL

Revision #2: July 31, 2013

This manual was produced for review by the United States Agency for International Development (USAID). It was prepared by International Resources Group (IRG/Engility).

CLIMATE CHANGE RESILIENT DEVELOPMENT GRANTS MANUAL

IQC Contract No. AID-EPP-I-00-04-00024

Task Order No. AID-OAA-TO-11-00040

Revision #1: July 31, 2013

DISCLAIMER

The authors' views expressed in this publication do not necessarily reflect the views of the United States Agency for International Development or the United States Government

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1. INTRODUCTION

The purpose of this manual, developed by IRG/Engility pursuant to its contract with USAID (No. AID-EPP-I-00-04-00024, Task Order No. AID-OAA-TO-11-00040), is to provide a single source of reference for the development and management of grants issued under the CCRD grants program. This manual provides a consistent approach to the requirements for soliciting and developing grant applications; receiving and reviewing grant applications; negotiating and awarding grants; grantee monitoring and reporting; maintaining the files and records regarding awarded grants; and closing out grants upon completion or termination. Additionally, this manual is to provide guidance in the management of the program and fiscal resources within the guidelines of the funding source; IRG/Engility's policies and procedures; and USAID standard provisions for Grants and Cooperative Agreements and Grants under Contract (GUC).

Under USAID projects, using contract funds for grants is subject to specific regulations and procedures. It is IRG/Engility policy that the granting of funds, goods and services necessary to support project deliverables is consistent with government regulations, company directives, division procedures, and sound business practices. In satisfying client obligations, all employees involved in the grants process shall utilize competitive bidding techniques to the maximum practical extent. Furthermore, all activities should be conducted in accordance with the standards specified in the company's Code of Ethics and Business Conduct.

1.1 WHAT IS A GRANT?

Grants are used to accomplish a public purpose through supporting an organization or cause. Procurement, on the other hand, is defined as the acquiring, by contract, of supplies or services through purchase or lease, whether the supplies or services are already in existence or must be created, developed, demonstrated, and/or evaluated. It is important to differentiate between the two as sometimes the difference between procurement and grants can be a gray area. Another way to approach the issue is that grants are to financially (or otherwise in the case of in-kind grants) support the recipient in its accomplishment of a public purpose. This means that the relationship is a "transfer" of funds from the donor to the awardee. In procurement, IRG/Engility's purpose is to obtain goods or services from the vendor. This means that the relationship is an "exchange" of IRG/Engility project funds for the vendor's goods or services.

EXAMPLE: IS IT A PROCUREMENT OR A GRANT?

Scenario	Answer
<p>The COP wants to give a local organization funds to purchase computers and printers so they can help with local communications.</p>	<p>This would be considered a grant as the COP is not purchasing the items, but giving the money to support the local NGO (for the purpose of capacity building). If the local NGO became a subcontractor with a scope of work, and the computer equipment was part of their budget, then this would be acceptable as a procurement.</p>
<p>IRG/Engility rents space and organizational services from a local community to hold a training workshop. The community group uses the funds to buy school supplies for local children.</p>	<p>This would be considered a procurement as IRG/Engility is acquiring a supply (temporary space). What the organization does with the funds received does not affect the issue.</p>
<p>IRG/Engility wants to issue a purchase order to a local university to do a survey of local villages' power usage. The university wants computer equipment and software as part of the package as their equipment is old.</p>	<p>The survey work is clearly procurement, but the request for non-expendable goods creates an issue as the university should already have the equipment on hand in order to qualify to do the work. It would be better to offer the university a small fee and they could purchase their own equipment.</p>
<p>IRG/Engility purchases farming equipment for the Ministry of Agriculture to train farmers with.</p>	<p>This would be considered a grant-in-kind as IRG/Engility is giving the equipment to support the ministry (the ministry has full use of the equipment for all intents and purposes). If IRG/Engility holds title to the equipment for a long time, or uses the equipment to train people ourselves, then it can still be considered procurement. IRG/Engility will have to fully transfer the equipment to the ministry in order for it to be considered a grant.</p>

2. PROJECT OBJECTIVES AND STRATEGIC APPROACH

CCRD supports a cascade of objectives and goals. At the highest level, the USAID/GCC Office Long Term Objective is to *secure improved development outcomes by increasing resilience to climate change impacts*. The CCDR Project goal is to *enhance resilience of developing country peoples, assets, and livelihoods through improved design of USAID programs and increased capacity to respond to climate change impacts*.

At the implementation level, CCDR activities are designed to achieve three objectives:

- Objective 1: Provide support to USAID Missions and Bureaus to mainstream climate into development programs and projects;
- Objective 2: Coordinate with other USG agencies to support global mainstreaming of adaptation; and
- Objective 3: Identify and respond to emerging issues and provide knowledge management assistance for design, planning, and implementation of climate resilient development programming

In support of Objective 1, CCDR will develop guidance on mainstreaming and identify, develop and/or tailor tools to enable USAID Missions and Bureaus to more effectively plan, design and implement climate resilient development programs and access project tools. In addition, CCDR will respond to requests from USAID Bureaus and Missions to provide technical assistance related to assessment of climate impacts and vulnerability, support prioritization activities and help build staff and partner organizational and technical capacity in all facets of climate resilient program and project planning, design, and implementation.

Initially, the main focus of activities under Objective 2 will be to support the Adaptation Partnership. The Adaptation Partnership was created by the Governments of Costa Rica, Spain, and the United States following the United Nations Framework Convention on Climate Change (UNFCCC) Conference of Parties (COP) in Copenhagen Denmark. CCDR will support a series of Adaptation Partnership workshops for donors, developing country governments, non-governmental organizations (NGOs) and international practitioners. In addition to workshops on a range of adaptation issues, the Adaptation Partnership will support follow-on research and pilots and facilitate communities of practice among workshop participants. CCDR's roles for different Adaptation Partnership activities will depend on the proposed role for USAID in planning and convening workshops. Follow-on activities will be recommended by workshop participants; decisions on these activities will be coordinated with workshop participants and donors and will be scaled according to the resources available through the State buy-in and co-financing from other donors.

Activities in support of Objective 3 are designed to promote climate resilient development on a global scale. Ideally, they include tasks that add value to USAID programs but also respond to new opportunities or emerging issues in international practice of adaptation. In addition, these activities will typically utilize a teaming approach requiring co-financing from other donors and are expected to be beyond the manageable interests or resources of CCDR, acting alone. Three activities are proposed at this point in the Work Planning process: 1) demonstration of mainstreaming of adaptation on a national scale; 2) follow-on work related to glaciers and mountains; and 3) the role of climate services in adaptation planning and implementation.

3. OVERVIEW OF CCRD GRANTS PROGRAM

3.1 GRANTS UNDER CONTRACT PROGRAM OBJECTIVE

The CCRD Grants Program can support all of the project-level objectives. The grant program's objective will be to engage US and developing country non-profit and for-profit organizations; and individuals such as university students, researchers, and practitioners, preferably when they are affiliated¹ with an organization in 1) conducting applied research on priority adaptation issues; 2) compiling and documenting adaptation best practices ; 3) preparing case studies that demonstrate mainstreamed adaptation processes; and 3) building local capacity to assess and respond to climate impacts and vulnerability.

3.2 ACTIVITIES THAT CAN BE FINANCED BY THE PROGRAM

1. Research papers prepared by university staff, research institutes, or non-profit organization on topics selected by USAID and/or in response to competitive solicitations to be reviewed by CCRD and USAID and approved by the CCRD COR.
2. Facilitation of adaptation planning processes, including convening of stakeholder meetings, preparation of vulnerability assessments, design of adaptation strategies, and capacity building for governments and communities.
3. On-the-ground demonstrations of adaptations – these could be for NGOs or private sector in developing countries.

3.3 ELIGIBLE ORGANIZATIONS

The CCRD Grant Program will issue grants to for-profit and non-profit U.S. and non-U.S. organizations, entities, and individuals affiliated with organizations that fit (1) the type of organizations defined below and (2) the eligibility criteria outlined below.

1. TYPES OF ORGANIZATIONS

Organizations eligible to apply for grants may include (profit and non-profit) include:

- U.S. and non-U.S. non-profit organizations: Non-profit organization means “any corporation, trust, association, cooperative, or other organization which:

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

(2) is not organized primarily for profit; and

(3) uses its net proceeds to maintain, improve, and/or expand its operations. For this purpose, the term "non-profit organization" excludes (i) colleges and universities; (ii) hospitals; (iii) State, local, and federally recognized Indian tribal governments; and (iv) those non-profit organizations which are excluded from coverage of this Circular in accordance with paragraph 5.

Exclusion of some non-profit organizations. Some non-profit organizations, because of their size and nature of operations, can be considered to be similar to commercial concerns for purpose of applicability of

¹ “an individual that is affiliated with an organization” for the purposes of the CCRD Grants Program, means anyone who has a relationship with an organization that has legal and/or financial control over the individual, such as an employee of the organization, a student of an academic institution. The organizational affiliation is preferred so as to limit CCRD's legal and financial liability. Non-affiliated individuals will be considered on a case-to-case basis.

cost principles. Such non-profit organizations shall operate under Federal cost principles applicable to commercial concerns.”²

- Foundations: A *charitable foundation* is a legal categorization of non-profit organizations that will typically either donate funds and support to other organizations, or provide the source of funding for its own charitable purposes.³ It may also solicit funding from the public.

A *private foundation*, is a 501(c)(3) exempt organization (or a former such entity). It is defined by a negative definition: by what it is not. A private foundation is not a public charity, as described in section 170(b)(1)(A) (i) through (vi) of the US Internal Revenue Code. Neither is it a section 509(a)(2) organization, nor a supporting organization. Private foundations are subject to 2% excise taxes found in section 4940 through 4945 of the internal revenue code. Once a charity becomes a private foundation, it retains that status unless it follows the difficult termination rules of section 507.

One of the characteristics of the legal entities existing under the status of "Foundations" is a wide diversity of structures and purposes. Nevertheless, there are some common structural elements that are the first observed under legal scrutiny or classification.

- ◆ Legal requirements followed for establishment
- ◆ Purpose of the foundation
- ◆ Economic activity
- ◆ Supervision and management provisions
- ◆ Accountability and auditing provisions
- ◆ Provisions for the amendment of the statutes or articles of incorporation
- ◆ Provisions for the dissolution of the entity
- ◆ Tax status of corporate and private donors
- ◆ Tax status of the foundation

Some of the above must be, in most jurisdictions, expressed in the document of establishment. Others may be provided by the supervising authority at each particular jurisdiction.

Private foundations for estate managing purposes will not be funded by the CCRD Grants Program.

- Both private and public universities: The CCRD Grants Program will fund educational institutions primarily funded by the government, as well as educational institutions primarily funded by private money.
- Private enterprises or firms: A privately owned enterprise refers to a commercial enterprise that is owned by private investors, shareholders or owners (usually collectively, but they can be owned by a single individual), and is in contrast to state institutions, such as publicly owned enterprises and government agencies. Private enterprises comprise the private sector of an economy. The goal of private enterprise differs from other institutions, the major difference being private businesses exist solely to generate profit for the owners or shareholders.

² OMB Circular A-122

³ www.irs.gov

Types of privately owned business

- Sole proprietorship: A sole proprietorship is a business owned by one person. The owner may operate on his or her own or may employ others. The owner of the business has total and unlimited personal liability of the debts incurred by the business. This form is usually relegated to small businesses.
- Partnership: A partnership is a form of business in which two or more people operate for the common goal of making profit. Each partner has total and unlimited personal liability of the debts incurred by the partnership. There are three typical classifications of partnerships: general partnerships, limited partnerships, and limited liability partnerships.
- Corporation: A business corporation is a for-profit, limited liability or unlimited liability entity that has a separate legal personality from its members. A corporation is owned by multiple shareholders and is overseen by a board of directors, which hires the business's managerial staff. Corporate models have also been applied to the state sector in the form of Government-owned corporations. A corporation may be privately held (that is, close - that is, held by a few people) or publicly traded.

Privately owned businesses are typically divided into two subcategories: privately held companies and publicly traded companies. Publicly traded firms list their shares on the stock market, allowing for more diversified ownership as anyone who purchases their stock becomes a partial owner and is able to receive a portion of its profit.

CCRD will only fund grants for privately owned businesses that agree not to charge a fee.

- A research institute or policy institute (often termed "think tank" by journalists) is an organization that performs research and advocacy concerning topics such as social policy, political strategy, economics, military, technology, and culture. Most policy institutes are non-profit organizations, which some countries such as the United States and Canada provide with tax exempt status. Other think tanks are funded by governments, advocacy groups, or businesses, or derive revenue from consulting or research work related to their projects.

Policy institutes vary by ideological perspectives, sources of funding, topical emphasis and prospective consumers. ***Policy institutes that promote a certain political or religious cause will not be funded by the CCRD grants program.***

2. FURTHER ELIGIBILITY CRITERIA

Grants will only be made to the responsible recipients able to demonstrate that they:

- Are legally-organized associations of the above types of organizations. (This does not exclude individuals from receiving CCRD grants)
- Do not appear on the "Lists of Parties Excluded from Federal Procurement and Non-procurement Programs" or on OFAC List (otherwise known as the Specially Designated Nationals (SDN) and Blocked Persons List).
- Represent objectives that are consistent with the broad objectives of CCRD Project.
- Are able to be an active partner in all aspects of activity implementation, including any cost-sharing where applicable and capacity-building activities.

- Possess sound managerial, technical, and institutional capacities to achieve project results in accordance with USAID regulations.
- Possess and apply a system of internal controls in order to safeguard assets and to protect against fraud, waste, and conflicts of interest;
- Are in good standing with all civil and fiscal authorities, e.g. not declared insolvent;
- Possess financial accountability and maintain detailed records of all expenses;
- Are willing to sign applicable assurances, statements and certifications; and
- Will not charge a fee or receive profit under the grant agreement.

All organizations receiving funding under this grants program must comply with ADS 303 rules, which require all recipients to:

- Develop detailed budgeting for the resources received and used (implemented activities will be monitored to determine possible changes in the budget);
- Identify all the disbursements by type of resource (labor, purchases, infrastructure, services, materials, labor, etc.) and their unit cost.
- Follow USAID rules for goods and services purchased, and restricted/non-eligible suppliers
- Maintain accounting records, documentation, and data that reveal the use given to the resources received;
- Maintain technical support documentation and data and include in the Final Report to serve as a reference for future projects.

IRG/Engility reserves the right to conduct periodic technical and administrative checks on the grant recipients to verify compliance with these regulations.

3.4 INELIGIBLE ORGANIZATIONS

Ineligible organizations include:

- Private enterprises and firms who propose fees;
- Private foundations established for estate managing purposes;
- CCRD partners who have a full subcontract, so as to prevent any potential conflict of interest;
- Government entities or officers;
- Political parties, groupings, or institutions or their subsidiaries and affiliates;
- Organizations that advocate, espouse, or promote anti-democratic policies or illegal activities;
- Faith-based organizations whose objectives are for discriminatory and religious purposes, and whose main objective of the grant is of a religious nature;
- Any entity whose name appears on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

3.5 INELIGIBLE AND RESTRICTED ACTIVITIES AND PURCHASES AND UNALLOWABLE COSTS

Ineligible activities and purchases include:

- Any purchases that are not necessary to execute the grant activity, including any grantee headquarter expenses that are not directly linked to the implementation of the proposed project;

- Profit or fee;
- Indirect costs (under simplified grants)
- International airfare (allowed only when the applicable Standard Provision is included in the grant agreement or when airfare is provided as In-Kind grant.
- Items having a value of \$5000 or more (under simplified grants)
- Fines, penalties, previous obligations or bad debt;
- Activities that contribute to the destruction, deterioration, or the degradation of natural resources and/or environment;
- Illegal activities as defined by the host country and/or USAID;
- Subsidies to organizations that are not legally recognized;
- Ceremonies, celebrations, parties, gifts or gratuities;
- Purchases of goods or services restricted or prohibited under U.S. Government source/origin regulations
- Military equipment, police equipment, surveillance equipment, abortion equipment and services, gambling equipment, climate modifier equipment.

Restricted purchases subject to special approval include: agricultural products, motorized vehicles, pharmaceutical products, used equipment, North American surplus equipment, and fertilizer.

3.6 USAID INVOLVEMENT

USAID must be significantly involved in establishing the selection criteria and must approve the recipients. USAID may be less significantly involved when grants are quite small and are incidental to the contractor's technical activities. USAID retains the right to terminate the grant activity (activities) unilaterally if extraordinary circumstances warrant termination.

3.7 COST SHARING

CCRD Requests for Proposals (RFAs) may include cost sharing requirements. Potential grantees may also include a cost share component in their proposal when none is required by the RFA. Cost sharing is highly encouraged, but will not be considered a major deciding factor in awarding grants when a cost share component was not required by the RFA.

Furthermore, any cost share must comply with the requirements laid out in the requirements of OMB Circular A-110:

“(a) All contributions, including cash and third party in-kind, shall be accepted as part of the recipient's cost sharing or matching when such contributions meet all of the following criteria.

- (1) Are verifiable from the recipient's records.
- (2) Are not included as contributions for any other federally-assisted project or program.
- (3) Are necessary and reasonable for proper and efficient accomplishment of project or program objectives.
- (4) Are allowable under the applicable cost principles.
- (5) Are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching.
- (6) Are provided for in the approved budget when required by the Federal awarding agency.
- (7) Conform to other provisions of this Circular, as applicable.

(b) Unrecovered indirect costs may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency (USAID Contracting Officer).

(c) Values for recipient contributions of services and property shall be established in accordance with the applicable cost principles. If the Federal awarding agency (USAID Contracting Officer) authorizes recipients to donate buildings or land for construction/facilities acquisition projects or long-term use, the value of the donated property for cost sharing or matching shall be the lesser of (1) or (2).

(1) The certified value of the remaining life of the property recorded in the recipient's accounting records at the time of donation.

(2) The current fair market value. However, when there is sufficient justification, the Federal awarding agency may approve the use of the current fair market value of the donated property, even if it exceeds the certified value at the time of donation to the project.

(d) Volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program. Rates for volunteer services shall be consistent with those paid for similar work in the recipient's organization. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market in which the recipient competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

(e) When an employer other than the recipient furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits that are reasonable, allowable, and allocable, but exclusive of overhead costs), provided these services are in the same skill for which the employee is normally paid.

(f) Donated supplies may include such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to donated supplies included in the cost sharing or matching share shall be reasonable and shall not exceed the fair market value of the property at the time of the donation.

(h) The value of donated property shall be determined in accordance with the usual accounting policies of the recipient, with the following qualifications.

(1) The value of donated land and buildings shall not exceed its fair market value at the time of donation to the recipient as established by an independent appraiser (e.g., certified real property appraiser or General Services Administration representative) and certified by a responsible official of the recipient.

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

(3) The value of donated space shall not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality.

(4) The value of loaned equipment shall not exceed its fair rental value.

(5) The following requirements pertain to the recipient's supporting records for in-kind contributions from third parties.

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

(ii) The basis for determining the valuation for personal service, material, equipment, buildings and land shall be documented.”

3.8 GRANT TYPES

Grants administered under this contract may be of the following types, or a combination of In-Kind Grants and Simplified Grants, or a combination of In-Kind Grants and Fixed Obligation Grants:

a. In-Kind Grants

For in-kind grants, IRG/Engility procures the goods and services ourselves in accordance with the IRG/Engility procurement manual and gives them to the Grantee to execute their project. As such, no funds are given directly to the Grantee, reducing both the management burden placed on the Grantee as well as the number of provisions in the grant agreement form itself. The In-Kind Grant Form still includes all mandatory standard certifications as well as descriptions of the activity and requirements regarding reporting and branding. Although Grantees do not have financial reports to submit, they are required to submit a final report detailing how the impact of the grant as well as an inventory of any non-expendable items over \$5,000.

b. Fixed Obligation Grants (FOG)

When USAID awards a grant to support a program with very specific elements, the FOG format allows performance without monitoring the actual costs incurred by the recipient. The FOG is appropriate for supporting specific projects when the Grants Manager is confident that a reasonable estimate of the actual cost of the overall effort can be established and USAID can define accomplishment of the purpose of the grant through defined milestones.

It is essential that the Grants Manager have sufficient cost information to allow for negotiation of a reasonable estimate of the actual cost of the overall effort, so that the U.S. Government does not pay more than the reasonable value for the completion of the grant.

Because payments under FOGs are based on the achievement of milestones, the structure of the payments is very important. USAID pays the recipient a set amount when it accomplishes a milestone. The Grants Manager may follow the guidance in **Awarding Fixed Obligation Grants to Non-Governmental Organizations** for structuring the grant milestones to provide the recipient with the necessary financial liquidity for the performance of the activity.

The procedures in this ADS section, **Awarding Fixed Obligation Grants to Non-Governmental Organizations**, and **FOG Entity Eligibility Checklist** are to be used in lieu of those specified in **303.3.9**. The criteria in the section of the Checklist for pre-award financial review for advances, adequately address the conditions for advances in **ADS 636** and **22 CFR 226 Section C**.

Grant closeout is accomplished by the Grants Manager and the Technical Office’s acceptance of the final milestone and approval of payment.

A prime recipient may use FOGs in subgrants when the same standards for their use are met. In those cases, the prime recipient is substituted for USAID in these policies and procedures. Prime recipients must report on the use of FOGs.

A FOG may be awarded only if:

- The assistance instrument is a grant, not a cooperative agreement.
- The assistance instrument is a grant, not a cooperative agreement.
- The Grants Manager and technical office have complied with the requirements of the FOG Entity Eligibility Checklist, including ensuring that the recipient has signed pre-award certifications, as specified in ADS 303.3.8.

- (3) The prospective recipient, technical office, and Grants Manager must be able to identify and quantify programmatic accomplishments or results in establishing grant milestones. For further guidance, see *Awarding Fixed Obligation Grants to Non-Governmental Organizations*.
- (4) The Grants Manager, with the advice of the technical office and controller, must assess the risk factors that could prevent the proposed recipient from completing the activity or require a substantial change in the milestones. The operating unit should not use the FOG mechanism if there is an unacceptably high risk of failure or substantial changes in the milestones are expected as the recipient implements its program. The AO and technical office must document the risk assessment and may use the guidance in *Awarding Fixed Obligation Grants to Non-Governmental Organizations*.
- Adequate cost information must be available to allow the AO to determine and negotiate the fixed amount of the grant and payment structure. The fixed amount should include all reasonable costs, as determined by the AO. For further guidance concerning the cost information required and payment structuring, see **Awarding Fixed Obligation Grants to Non-Governmental Organizations** and the **FOG Entity Eligibility Checklist**.
- For U.S. NGOs, the total amount of the FOG must not exceed \$150,000. For Non-U.S. NGOs, the total value for each year of the FOG must not exceed \$500,000. For both U.S. and Non-U.S. NGO recipients, the duration of the FOG must not exceed three years. The grants manager must document the rationale for selecting the FOG mechanism.
- The FOG must not include the purchase of any real property.

Required Provisions for a Fixed Obligation Grant

- The Grants Manager must ensure that a FOG award includes all of the Mandatory Provisions from the **Standard Provisions for Fixed Obligation Grants to Nongovernmental Organizations**. In addition, the Grants Manager must ensure the FOG award includes ONLY the applicable “Required, As Applicable” provisions from the **Standard Provisions for Fixed Obligation Grants to Nongovernmental Organizations**.
- The Grants Manager must use the **Sample Fixed Obligation Grant** as a template.

Amending Milestones

The Grants Manager may amend milestones during the period of the grant, if the original milestones are no longer feasible or appropriate due to circumstances beyond the control of the recipient, and if the amended milestones are compatible with and satisfy the original purpose of the grant. The Grants Manager may terminate the grant if he/she concludes that multiple or substantial amendments indicate that continuing the grant is no longer in the best interests of the Agency.

Disposition of Equipment or Property

Recipients must not procure real property under a FOG. Real property means land, including land improvements, structures and appurtenances thereto, but excludes movable machinery and equipment. Personal property is any tangible or intangible property other than real property.

Depending on the activities funded and milestones established by the FOG, a recipient may procure equipment or personal property in order to accomplish a milestone. The recipient may not procure real property under a FOG. The distinction between whether purchase of the equipment or personal property is a milestone or is one possible means by which the recipient may accomplish a milestone is important for certain aspects of the award. Unless a milestone is itself the purchase of the equipment or personal property, milestones must not list equipment or personal property a recipient may potentially purchase to accomplish

the milestone, but the costs of such equipment or personal property may be included in the budget from which milestone payment amounts are estimated and negotiated. Regardless of whether the equipment or personal property is listed in or as a milestone, the FOG must state that title to the equipment or personal property vests in the recipient upon acquisition with the condition that the recipient must use the equipment or personal property for the grant as long as it is needed for such.

If a milestone under a FOG requires the recipient to procure equipment or personal property, and such requirement is specifically provided in the milestone, then:

- The grant must require that the purchase be in accordance with **22 CFR 228**, **ADS 310**, **ADS 312** and any applicable waivers,
- The “Required, As Applicable” provisions from the **Standard Provisions for Fixed Obligation Grants to Nongovernmental Organizations** applicable to the purchase of the equipment or personal property must be included in the FOG award, and
- The grant must include disposition instructions for the equipment or property. For additional guidance, see **Awarding Fixed Obligation Grants to Non-Governmental Organizations**.

c. Simplified Grants

When the use of the FOG format is not appropriate and it is determined that the disbursement of funds would be more appropriate if done on a cost-reimbursement basis, a Simplified Grant may be used if the grant meets the following conditions:

- The assistance instrument is a grant, not a cooperative agreement.
- The Grantee must have the financial capability to receive payment on a cost-reimbursement basis (no advances are permitted) and track all costs associated with the activity separate from any other funding sources.
- All costs to be charged to the grant are identified in the grant application and do not include indirect costs. If any indirect cost will be reimbursed, it should be converted and specified as units of direct costs and adequate information must be available to demonstrate the realism of those budgeted costs. All costs will be subject to final determination of allowability under the applicable cost principles.
- Any goods to be purchased meet the rules governing local cost financing and geographic code, do not include and ineligible or restricted goods, and no single item with a useful life over one year and an acquisition cost of \$5,000 or more will be purchased.
- The Grantee will allow IRG/Engility to access its records regarding this activity for a period of three years and return any funds that do not meet the terms and conditions of the grant.
- The total grant amount does not exceed \$150,000.
- The recipient has signed pre-award certifications as required in 303.3.8.
- The grant must be included in any audit required by **OMB A-133** or **ADS 591.3.2**.

d. Standard Grant (STG)

For cash grants in excess of \$250,000 for non-U.S. organizations, or when the use of the FOG or the Simplified Grant is not appropriate, the Standard Grant (STG) format must be used. STGs will be used rarely for local NGOs, but may be more common for International NGOs based in third countries.

To be eligible for award using the STG, the Grantee must have:

- Accounting, recordkeeping, and overall financial management systems that meet the standards in 22 CFR 226.20–226.28 and 226.50–226.53.

- An adequate system of internal controls including but not limited to: segregation of duties, handling of cash, contracting procedures, personnel, and travel policies.
- A property management system that meets the standards in 22 CFR 226.30–226.37.
- A procurement system that meets the standards in 22 CFR 226.40–226.49, if the grant has a significant procurement element.
- A system of administering and monitoring sub-awards that is in compliance with OMB Circular A-133, if sub-awards are contemplated under the grant.
- A separate local currency bank account to manage all funds under the activity. Payments under the STG should be made in local currency unless a waiver is obtained.

The STG can only be issued to organizations that can demonstrate these elements of responsible management capacity.

GRANT FORMAT SELECTION USEFUL REFERENCE

Grant Formats For Non-US (Local and Third-Country) Non-Profits and For-Profits

(See NOTE below for Non-US International NGOs)

Type of Grant Form	When to use/Characteristics	Grantee Deliverables and Payment terms
Fixed obligation grant (FOG) NOTE: Can be CASH or IN-KIND	<ul style="list-style-type: none"> • Grantee must meet the criteria in ADS 303.3.25 • For Non-U.S. NGOs, the total value for each year of the FOG must not exceed \$500,000. For grants of short duration (less than one year) with very specific program elements, where costs can be estimated accurately • Requires a low risk of any changes in the project, which would require a renegotiation of the grant amount/terms. • Not suitable for projects with multiple activities, large complex projects, and infrastructure/construction projects (per 303saj_110810, Additional Help Document for ADS303, 11/08/2010) • Only to be used when the cost is not variable, as it will only provide a set amount of money to achieve its milestones • Include sufficient cost/price data to analyze and negotiate a fixed price for each milestone. • Program/Grants/ Procurement staff must take into account the necessity and reasonableness of costs to be incurred in achieving each milestone. • IRG/Engility will verify costs/prices through cost and price analysis (Neg Memo), in addition to determining costs that are allowable, allocable and reasonable. • IRG/Engility is responsible for obtaining proof of performance (publications, documents (eg participant sign in lists for events), photos, etc) from grantee in order to make payment and close the grant. 	Payments based on completion of milestones and submission of deliverables; pre-set payment amounts are tied to accomplishment of particular milestone/deliverable. No advances permitted. Payments should be in local currency. (Exceptions are possible for non-US INGOs) GM and PM to review milestone report and tangible deliverables before approving tranche and final payments. DELIVERABLES: Final Report (Narrative and financial), Equipment inventory
Simplified grant (SIG)	<ul style="list-style-type: none"> • Grantee must meet the criteria in ADS 303.3.24 • The total of the grant cannot exceed \$150,000 • Cost reimbursable instrument that compensates the grantee 	Payments made on a monthly/quarterly basis per the approved budget, workplan and reporting requirements in the grant.

<p>NOTE: Can be CASH or IN-KIND</p>	<p>for actual costs incurred in implementing grant activity.</p> <ul style="list-style-type: none"> • IRG/Engility is responsible for monitoring costs associated with approval of payments • All cost charged to the grant must be allowable, reasonable and allocable costs. All costs must be identified and included in the budget explicitly. • No indirect costs permitted. • Grantee will not purchase any single item that has a useful life of over one year and an acquisition cost of <u>\$5,000 or more</u> • International airfare cannot be included 	<p>Payments should be in local currency. (Exceptions are possible for non-US INGOs)</p> <p>No advances permitted.</p> <p>Grantee submits financial reports per pre-determined schedule in order to be reimbursed on approved expenses.</p> <p>Grant Manager and Program Manager to review financial reports against budget and pre-determined disbursement schedule before approving payment.</p> <p>DELIVERABLES: Final Report (Narrative and financial), Equipment inventory</p>
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Note: When an activity does not meet the criteria for FOGs and SIGs, a Standard Grant format (see below) can be used, but it is RARE to use this form for local NGOs. However, it may be appropriate for an International NGO that is based outside of the US (eg, OXFAM, Save the Children UK, etc.)

Grant Formats For Community-Based Organizations / Informal Groups

Type of Grant Form	When to use/Characteristics	Grantee Deliverables and Payment terms
In-kind Grant	<ul style="list-style-type: none"> • Payments are made to vendors by IRG/Engility <i>on behalf of</i> grantee • Typically, these are community generated activities • Appropriate for relatively high-risk grantees; that is, those without the capacity to manage grant applications and procedures • Typically under \$100,000 but can be higher (up to \$500,000) 	<p>DELIVERABLES: Final Report, Equipment inventory</p> <p>No payments made to Grantee</p>

NOTE: The in-kind *mechanism* can be used for all types of Grants Under Contract. However, the In-Kind Grant *Form* is only used for CBOs and informal groups. For in-kind grants to local NGOs, generally use the Simplified Grant Form with an *in-kind disbursements mechanism* to ensure the necessary certifications are signed.

Grant Formats For US-based NGOs

Type of Grant Form	When to use/Characteristics	Grantee Deliverables and Payment terms
Standard Grant (STG)	<ul style="list-style-type: none"> • This is the most common format for grants with US-based NGO, since often the amount exceeds the limits of a FOG. • Grantee needs to have the following: <ul style="list-style-type: none"> - accounting, recordkeeping and overall financial management systems that meet the standards in 22 CFR 226.20–226.28 and 	<p>Payments made on a monthly/quarterly basis per the approved budget, workplan and reporting requirements in the grant.</p>

	<p>226.50–226.53.</p> <ul style="list-style-type: none"> - An adequate system of internal controls including but not limited to: segregation of duties handling of cash, contracting procedures, personnel, and travel policies. - A property management system that meets the standards in 22 CFR 226.30–226.37. - A procurement system that meets the standards in 22 CFR 226.40–226.49, if the grant has a significant procurement element. - A system of administering and monitoring sub-awards that is in compliance with <i>OMB Circular A-133</i>, if sub-awards are contemplated under the grant. (if applicable) • In this grant type, advances are made to grantees following the presentation of projected cash requests and submission of financial report for completed work in prior periods in accordance with agreed upon activities and budget line items. 	<p>Payments may be made as advances (pre-spending) but costs are reimbursable based on actual expenses.</p> <p>NOTE: For non-US International NGOs, Advances may only be made in local currency in a separate LC account.</p> <p>Grantee submits financial reports and requests for advance according to pre-determined schedule</p> <p>Program Manager to review financial reports against budget and pre-determined disbursement schedule before approving payment.</p> <p>DELIVERABLES: Final Report (Narrative and financial), Equipment inventory</p>
Fixed-Obligation Grant	SEE ABOVE	SEE ABOVE
Simplified Grant	• SEE above	SEE ABOVE

3.10 GRANT REGULATIONS AND REQUIREMENTS

- a. The CCRD Grants Program will follow the requirements of 22 CFR 226 Administration of Assistance Awards to U.S. Non-Governmental Organizations; ADS 303 Grants and Cooperative Agreements to Non-Governmental Organizations; applicable OMB Circulars, Task Order number AID-OAA-TO-11-00040; and applicable U.S. and local law.

For individual agreements, IRG/Engility will flow down the following clauses as appropriate:

1. For U.S. organizations: 22 CFR 226 Administration of Assistance Awards to U.S. Non-Governmental Organizations, OMB circular A-110, the Standard Provisions, and any Task Order specific provisions will apply. IRG/Engility will also ensure that US non-profits will adhere to the cost principles laid out in OMB circular A-122, and that US educational institutions will adhere to the cost principles laid out in OMB circular A-21.
 2. For Non-U.S organizations: ADS 303 Standard Provisions for Non-U.S. Non-Governmental Organizations and any Task Order specific provisions will apply.
- b. Individual Grant Value: The Grant Program will have following grant value limitations:
1. The total value of any individual grant to US based organization shall not exceed US\$100,000.
 2. The total value of any award to a non-US organization shall not exceed US\$250,000.
- c. Grant Currency: Grant payments to US organizations will be made in US Dollars. Grant payments to non-US organizations will be made in the local currency and will specify applicable US dollar equivalent.

Under no circumstances will total disbursements made under the grant agreement exceed applicable US dollar equivalent.

- d. Operational Timeframe: All grants awarded under the current program must be closed out by October 5, 2014.

- e. Conflict of Interest:

Award decisions should be made with integrity and objectivity, free from any personal considerations or benefits.

Financial Interests in Other Businesses. If IRG/Engility is involved with or about to become involved with a decision relating to a potential grantee; or if IRG/Engility is involved in a competition with another organization, the employee must immediately disclose to the IRG/Engility Ethics Officer or President any significant direct financial interest in that current or potential grantee.

Relationships. An employee involved in an award activity who has a spouse, child, parent, in-law, close friend, or someone else with whom he/she has a close relationship who works for a potential grantee should disclose the situation to the IRG/Engility Ethics Officer or President immediately.

- f. Foreign Corrupt Practices Act:

Prohibitions against official bribery are by no means unique to the United States. What is unique to the United States is that its concern with corruption does not stop with its own officials but extends to the corruption of foreign officials as well. By far the most important, and certainly the best known, reflection of this concern is the Foreign Corrupt Practices Act of 1977 (the FCPA or “Act”), which imposes criminal penalties on American enterprises that bribe officials of foreign governments.

Whether you are an IRG/Engility employee based in the United States or based abroad, you must understand and abide by the Foreign Corrupt Practices Act, which prohibits giving anything of value to a foreign official for the purpose of improperly influencing an official decision. It also prohibits unlawful political contributions to obtain or retain business overseas. Finally, this Act prohibits the use of false records or accounts in the conduct of foreign business. Before offering anything of value to foreign public officials, including payments to facilitate routine government action, you must get advance approval from the Foreign Corrupt Practices Act Officer.

- g. Bribes and Kickbacks

IRG/Engility believes in safeguarding the integrity of the grants process for all of our customers. Therefore, **nothing** of value is to be given or accepted as a basis for awarding or obtaining grants or for favorable treatment under grants. If you have reason to believe that a bribe or kickback has been given or accepted, you must immediately report this to the Foreign Corrupt Practices Act Officer. A kickback or bribe is any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, and that has, as one of its purposes the improper obtaining or rewarding of favorable treatment in a business transaction. As even the appearance of a kickback can be damaging, do not offer or accept anything of value during the grants process.

- h. Executive Order No. 13224 on Terrorist Financing

US Executive Orders and US Law Prohibits transactions with and the provision of resources and support to individuals or organizations associated with terrorism. It is the legal responsibility of all IRG/Engility employees, partners, vendors, and consultants to be in compliance with these Executive Orders and Laws.

- i. Compliance with ADS 204, Environmental Procedures, as well as IRG/Engility Environmental Management Systems

IRG/Engility's grants under contract programs must comply with ADS 204, Environmental Procedures, which is based on 22 CFR 216. Before any grant is awarded an Environmental Impact Assessment (EIA) must be completed. Grants awarded at or by the IRG/Engility Home Office, and to the extent possible company-wide, also should be done in compliance with IRG/Engility's Environmental Management Systems' established "Green Purchasing Program" enumerated in EMS Procedure 4: Materials and Procurement Policy. Through this policy, IRG/Engility seeks to reduce, to the extent possible, any negative impact that IRG/Engility grants could have on the environment. Whenever possible, practical and appropriate, IRG/Engility will:

Choose grantees that incorporate reused/recycled materials in their products, or have a proven commitment or policy for safeguarding the environment.

3.11 GRANTS MANAGEMENT

IRG/Engility will implement the CCRD GUC Program. Requests for applications (RFAs) will be prepared in consultation with the COR as needed to involve grant recipients in the implementation of CCRD. The CCRD Grants Manager and will coordinate the preparation and solicitation of RFAs, compile small grant applications and organize the review of proposals by the technical review panel. A selection meeting will be convened to discuss applications and recommend award. A decision memo and all supporting material will be submitted to the COR for his approval.

The process for awarding grants will involve review of proposals by a technical review panel chaired by the COP and include the DCOP and one USAID headquarters or mission staff person as designated by the COR for each grants solicitation. The COR will be provided with a decision memorandum and is required to provide consent and clearance for grants that will be provided to local NGOs, PVOs, and other organizations.

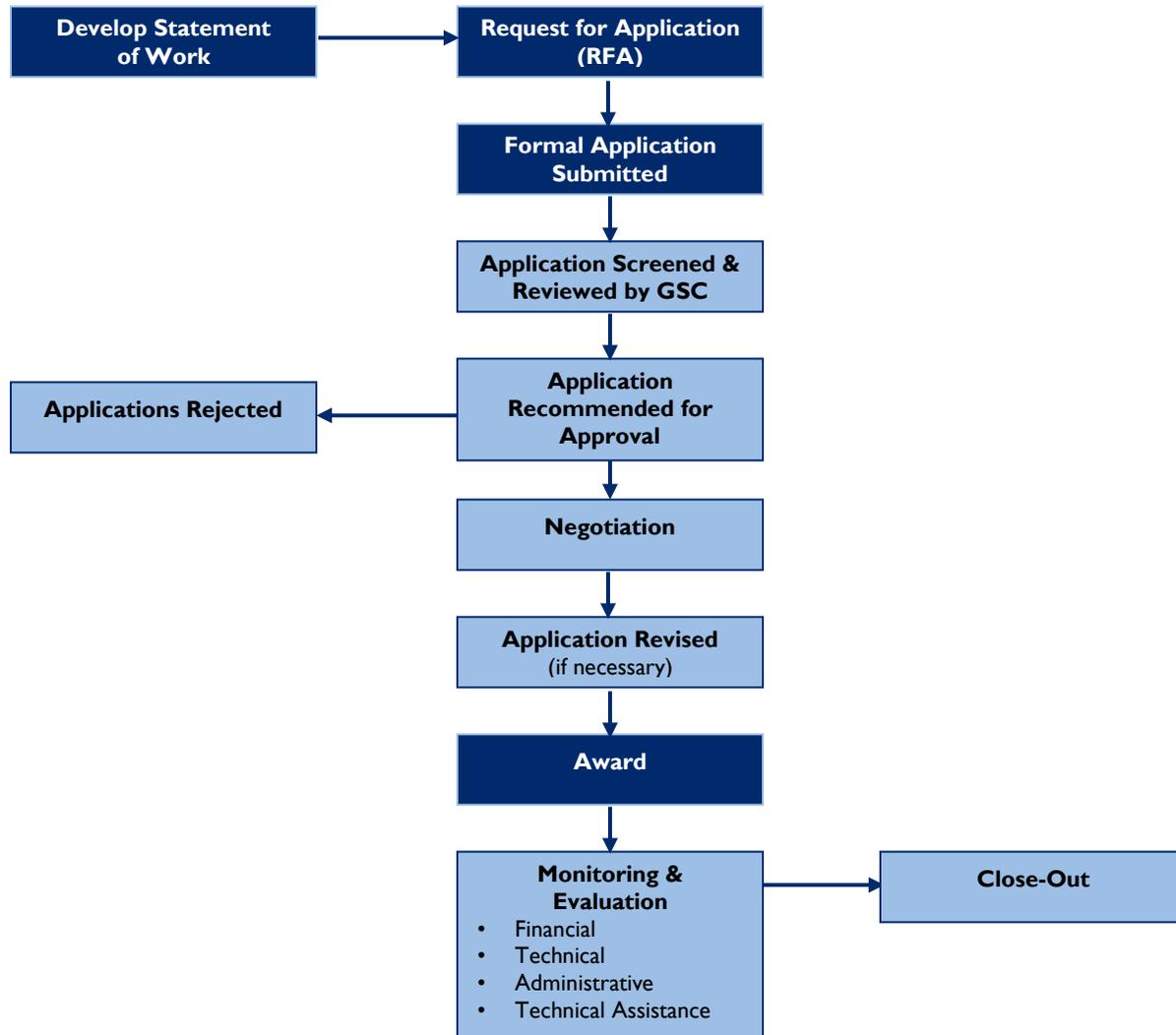
Upon COR consent and clearance, IRG/Engility will negotiate grant agreements with recipients, supervise and monitor grants, and review recipients' final report and all deliverables specified in the grant agreement. As part of the quarterly and annual reports, the CCRD Grants Manager will provide a summary of GUC activities during the reporting period.

4. APPLICATION AND AWARD PROCESS

4.1 GRANTS CYCLE

Figure 1 below outlines the general grants process that IRG/Engility will follow.

Figure 1. Grants Cycle



4.2 REQUEST FOR APPLICATIONS

IRG/Engility will release a Request for Applications (RFA) for each grant cycle. The minimum period for the receipt of applications in response to an RFA is 30 days after the RFA is issued. IRG/Engility will provide longer response periods for sizeable activities or more detailed applications used to ensure high quality applications.

The RFA must include the following information:

- a. A full programmatic description of the funding opportunity. Specifically, it must include:

1. A general description of the proposed program, with an indication of the range of activities that might be involved, and the established goals of the activity which the applicant must meet. The level of detail in the program description depends on the requirements of the development objective.
 2. Program eligibility requirements.
 3. How the award will be administered. For U.S. organizations, the RFA must state that 22 CFR 226, OMB circulars, and the Standard Provisions for U.S. Non-governmental Recipients are applicable. For non-U.S. organizations, the RFA must state that the Standard Provisions for Non-U.S. Non-Governmental Recipients will apply. The RFA should direct applicants to the source.
- b. Sufficient information for a potential applicant to decide whether to submit an application. This section must include:
1. An estimate of funds available, the number of awards IRG/Engility expects to make, and the financial range of the awards; and
 2. The anticipated start dates and performance periods of the programs.
- c. The eligibility factors that make an applicant or application eligible or ineligible for consideration for the award. This section must:
1. Identify what types of entities may apply when there are eligibility restrictions.
 2. Include a statement to the effect that IRG/Engility encourages applications from potential new partners.
 3. Describe the cost sharing element, if applicable, and state whether the inclusion of cost share is required or suggested. If there is no cost sharing requirement or if there are any special conditions regarding the types of costs that are acceptable for cost sharing, they must be explicitly stated.
 4. State any other minimum qualification requirements.
- d. Application and submission information must include:
1. Information for a point of contact, including the name, title, street address, e-mail, and phone and fax numbers, so that an applicant may obtain from the POC any materials needed for the application or otherwise communicate with the POC regarding the application requirements.
 2. A statement directing the applicant to submit the application using the appropriate application form.
 3. The deadline for submission of an application, how IRG/Engility makes the determination that an application has been received in time, and consequences of late submission
 4. Any funding restrictions, such as limitations on allowable activities or direct costs for the particular program.
 5. A statement that the award will not allow the reimbursement of pre-award costs.
 6. Other submission requirements.
- e. Application review information must include:
1. The criteria and any sub-criteria will be used to evaluate applications, including an indication of their relative importance.
 2. A clear statement of how cost sharing will be evaluated as part of the review process

3. A description of the review and selection process. The RFA may indicate who evaluates the applications and who makes the final selection.

f. Award and Administration Information must include:

1. What a successful applicant can expect to receive following selection.
2. General information on all reporting requirements.

g. Point of Contact for questions while the funding opportunity is open. In addition to the name and address IRG/Engility may establish a generic e-mail address for inquiries.

h. Other Information should include a statement that IRG/Engility reserves the right to fund any or none of the applications submitted and other relevant information.

4.3 RFA DISTRIBUTION

An RFA for each grant cycle will be distributed using a variety of methods:

- Newspapers announcements.
- Posted on the IRG/Engility, USAID Global Climate Change Office, and/or the Adaptation Partnership Website
- Sent out through various mailing lists
- Distributed during conferences, workshops, and trainings
- Shared through national/regional associations and targeted mailings

The RFA will be made available to all interested parties in both electronic and hard-copy to enable wide distribution.

4.4 FORMAL GRANT APPLICATIONS

IRG/Engility will accept formal applications following the Grant Application Format described in Annex 1. Consistent with the template provided in Annex 1, the application must address the following:

At a minimum, the application must address the following:

1. Identity and legal status of the grantee and principal location;
2. Summary description of the organization, including background on the degree of experience in the relevant technical areas (similar projects during last 3 years); an applicant must provide a list of all contracts, grants, or cooperative agreements involving similar or related programs during the three years. Reference information must include the location, award numbers (if available), a brief description of work performed, and a point of contact list current telephone numbers.
3. Technical, organizational and financial management capacity to manage the program of activity and / or proposed purchases;
4. Sound technical approach including the strategy and set of activities by which the grantee will develop the various means to achieve the objectives of the grant;
5. Proposed approach for contributing to the CCRD Project indicators and adoption of the project level monitoring and reporting plans (consistent with the project's Performance Management Plan (PMP));
6. Gender issues;
7. Environmental concerns;

8. Branding and Marking approach;
9. Budget with a breakdown of direct (activity related) and administrative costs;
10. Cost Share/Other Donor Support/Program Income (if applicable); and
11. Proposed payment/deliverable schedule.

Formal grant applications must be submitted to the CCRD Grants Manager, in one hard copy with a back-up electronic copy in Microsoft Word or Adobe Acrobat format.

IRG/Engility will record the date formal grant applications are received, the name of the organization, and the signature of the organization's representative who is delivering the proposal.

In addition to the required proposal application elements, all applicants may be asked to present or undergo:

- Certification of registration as required under host country laws;
- Pre-award review of organizational internal control policies (personnel, accounting, property management, purchasing, financial reporting) as deemed appropriate;
- Pre-award review of financial statements or audit documentation as deemed appropriate; and
- Past performance references.
- Audited financial statement or annual report;
- Non-profit or tax exemption documentation;
- Conflict of Interest certification.

4.5 GRANT SELECTION COMMITTEE (GSC)

IRG/Engility shall establish a Grant Selection Committee (GSC), which will ensure transparency and a fair selection process. To keep the process streamlined, the number of voting members on the GSC will range from a minimum of three to a maximum of five. Decisions of this committee will be made by the majority vote of the members participating in the committee and recorded in the minutes. Other partners may be invited on an ad hoc basis to provide technical and advisory input.

To maintain the integrity and transparency of the GSC, IRG/Engility will ensure that no members of the GSC have conflicts of interest regarding the applicants or the subject matter of the grant in question. Based on the GSC recommendations, the USAID COR must approve all proposed grant recipients before a final award is made.

4.6 GRANT APPLICATION PROPOSAL REVIEW PROCESS

EVALUATION PROCESS

The Grant Manager will collect applications, as they are received, until the GSC can review and evaluate a reasonable number. The committee meetings will be arranged depending on the pipeline of applications received. At one meeting the GSC can review applications for different RFAs, unsolicited applications and concept papers.

The Grant Manager will develop Evaluation Plan that will specify the criteria and methodology for evaluating the applications that is consistent with the information published in the RFA. In particular the methodology will include evaluation matrixes and summary tables to be completed by the GSC.

To maintain the integrity and transparency of the Grant Program, the GSC will ensure that none of its members has conflict of interest regarding the applicants or the subject matter of the grant in question.

The Grant Manager and COP will take reasonable steps to make sure that members of the GSC who review and evaluate applications, either project personnel or outside evaluators, do not have any conflicts of interest regarding the organizations whose applications they review. In identifying potential conflict of interest situations they will use guidance provided in ADS 303.3.6.4. Prior to the start of review and evaluation process all Grant Committee members will be required to sign the declaration certifying no conflict of interest.

The evaluation process will be divided into two distinct stages:

- Review for Conformity and Eligibility; and
- Project Selection.

REVIEW FOR CONFORMITY AND ELIGIBILITY

The Grant Manager will distribute copies of the applications and or concept papers received to the members of the GSC. The Committee will review all applications and or/concept papers for completeness, conformity to the eligibility criteria set out in the relevant RFA.

A summary of the review results will be presented in the “Conformity and Eligibility Assessment Report”, which will be signed by the Grant Committee members.

Applications which are considered incomplete, non-conforming or ineligible will not be considered at the project selection stage.

PROJECT SELECTION

Each grant application will be evaluated according to the criteria set by the GSC and approved by USAID COR prior to RFA issuance or start of the evaluation process for unsolicited applications/proposals.

The Grant Committee will prepare separate evaluation of each application against established criteria.

An example of the evaluation criteria is presented below:

Technical merits, including:

- The proposed activities directly contribute to the achievement of the program; and the expected results are consistent with the overall program principles of the CCRD Project.
- The application addresses sustainable and tangible impacts of the proposed activity;
- The proposed activities will help to catalyze and replicate best practices and share lessons learned at the national, regional or district level;
- The application takes into account cross-cutting issues and potential synergies; and
- The request integrates elements of innovation and the reform spirit associated with the proposed activities of the potential grantee.

Past performance⁴, including:

- Instances of good and poor performance;
- Significant achievements;
- Implementation problems and applicants ability to address those;
- Any indications of excellent or exceptional performance in the most critical areas.

⁴ All contracts, grants or cooperative agreements involving similar or related programs over the past three years

Cost effectiveness and cost realism, including:

- Applicants cost per unit of project inputs, e.g. cost per man day, event etc.
- Cost of different deliverables and outputs;
- Relative contribution (for cost sharing) as compared to other applicants; and
- Quality of financial estimates and supporting information.

Branding and marking approach may also be added to the evaluation criteria.

The GSC may assign numerical values to the criteria and sub-criteria. In this case the evaluation process will include discussion on the numerical scoring and a short explanation of each application's strengths and weaknesses when compared to the evaluation criteria.

If Grant Committee did not assign numerical values to the evaluation criteria, then the comparison will be in the form of a narrative. If the RFA does not indicate the relative importance of the evaluation criteria, then all evaluation criteria will be considered equally weighted.

In addition, the review process may include:

- Collection of additional information as necessary, e.g. with respect to technical comments from the Committee;
- A cost analysis of the proposed budget to determine the reasonableness and allowability of costs (prior to negotiation process);
- Other actions as considered necessary by the Grant Committee.
- Aggregate scores, based on individual assessments, will be stated in the Summary Evaluation Matrix, which will be signed by the voting members of the Grant Committee. In addition Grants Manager will prepare narrative report describing the process and the results of the Grant Committee review process. This report will account for how the applications were evaluated against the selection criteria and will contain a justification for the final decision. It will also certify that the review and evaluation of all applications was in keeping with the Grant Program policies and procedures to guarantee the integrity, transparency and competitiveness of the selection process.

After reviewing all applications received in response to the specific RFA, GSC will decide on which applications will be selected for funding. The decision as whether to fund application or not will be based on its evaluation (scoring) in relation to other applications received in response to the RFA. The final decision of the Grant Committee will be documented and submitted for approval to the USAID COR.

IRG/Engility will maintain a written record of the process and results of the GSC review process. This record will account for how the application was evaluated against the selection criteria and will contain a justification for the final decision of whether or not to fund the proposal. Such a written account will be used upon completion of the review process for the development of an evaluation report by GSC to certify that the review and evaluation of all applications was in keeping with USAID policies and essential procedures and to guarantee the integrity, transparency and competitiveness of the process.

The successful grant recipient will normally receive written notification within 10 days after final approval from USAID, after which the post-award negotiations, financial reporting set-up and additional administrative details will then be finalized. In the event of a rejected application, the notification will include a brief explanation detailing why the project was not approved. Organizations will be strongly encouraged to ask for a briefing whether their proposal was successful or not, as this may contribute to improve the quality of their submission for future solicitations.

4.7 NONCOMPETITIVE AWARDS

Under certain conditions CCRD may consider making a noncompetitive award outside of the RFA process; this includes solicited and unsolicited applications and proposals (requests). If CCRD intends to do so, written justification shall be prepared by the Grant Manager based on the following competition exceptions (based on ADS 303.3.6.6):

1. Amendments and follow-ons. Amendments to existing awards or follow-on awards for the same activity, or to further develop an existing assistance relationship. Per ADS 303 a follow-on award is a new award to an entity to perform activities that are the same as or substantially similar to those included in a recently expired previous agreement with the same entity. An extension is an amendment to increase the total estimated amount of an existing award, usually to provide additional activities within the program description, to extend the period of the award, or both. The amount of follow-on awards or extensions should not be more than a value of the original award. The follow-on exception must not be used to continue a relationship with a recipient that received an award based on the small grant award exception.
2. Unsolicited applications. The awards may be made based on an unsolicited application without the benefit of competition where the application clearly demonstrates a unique, innovative, or proprietary capability, represents appropriate use of Grant Program funds to support or stimulate a public purpose, and fits within an existing strategic objective. To qualify as an unsolicited application, it must be submitted to the Grant Program solely on the applicant's initiative without prior formal or informal solicitation from the CCRD Project.
3. Exclusive or Predominant Capability . Assistance awards for which one recipient is considered to have exclusive or predominant capability based on proprietary capability, specialized facilities or technical expertise, or based on an existing unique relationship with the cooperating country or beneficiaries.
4. This exception may not be used to continue an on-going relationship when the applicant developed the exclusive or predominant capability during performance of a USAID award, or when the previous award was made without competition using the small grants award exception.
5. Small Awards. Awards with an estimated total amount of \$50,000 or less and with a term of no more than one year. These awards may not be amended either to add funds beyond \$50,000 or to extend the date beyond one year from the original date of the award.

The justification for exception from competition (JEC) will be prepared in writing by the Grant Manager, approved by COP and/or DCOP and submitted to the USAID Task Order Contracting Officer for approval. A copy of JEC shall also be submitted to USAID COR.

At the minimum JEC shall include: a) the nature and/or description of the action including estimated value; b) link to the CCRD Project activity for the proposed action; c) exception to competition being used; d) rationale supporting the use of an exception to competition.

Exceptions to competition must not be justified on the basis of: mobilization or demobilization costs and lack of planning.

5. GRANTS ADMINISTRATION

5.1 MEMORANDUM OF NEGOTIATION

The Grant Manager will document the negotiation process in the Memorandum of Negotiation, which at the minimum will include: budget (cost) analysis, pre-award responsibility determination details, summary of the selection and negotiation processes.

5.1.1 PROGRAM DESCRIPTION AND PROGRAM MONITORING PLAN

The Grant Manager with the assistance of CCRD Project experts will agree with the applicant on the final Program Description based on the application received. The Program Description will form the integral part of the Grant Agreement.

5.1.2 PROJECT BUDGET

The Grant Manager will review grant application budget to ensure that costs, including cost sharing and program income application, are in compliance with relevant US Government policies and regulations.

When performing a thorough cost analysis, the Grant Manager will review available cost breakdown and narrative explanations, access elements of costs, and analyze the data to determine the necessity, reasonableness, and allocability of the costs reflected in the budget and if they are allowable under the applicable cost principles (e.g. OMB A-122). This includes, if applicable, ensuring that the prospective recipient's indirect cost rates are consistent with any Negotiated Indirect Cost Rate Agreements (NICRA). If necessary the Grant Manager will consult the IRG/Engility Contracts Manager and/or USAID CO regarding application of indirect cost rates.

As part of the analysis of the applicant's proposed budget, the Grant Manager will review the applicant's proposed cost sharing contributions (e.g. categories or items) for cost realism. The Grant Manager will verify that they meet the standards set in 22 CFR 226.23 for U.S. organizations or the Standard Provision entitled "Cost sharing" for non-U.S. organizations.

The detail of required cost analysis will depend on the project objectives, its nature, budget amount and type of costs involved, applicants background information. On a case by case basis the Grant Manager may ask CCRD project or IRG/Engility financial and technical specialists to assist with the analysis.

The analysis for Fixed Obligation and Simplified grants budgets will also include establishment of clear links between specific milestones and/or deliverables and Grant Program funding.

The Grant Manager will negotiate with the applicant to resolve any questions related to proposed costs that do not comply with USG regulations or might be considered questionable. Any questionable costs will require applicant's written justification.

If the recipient expects to earn program income during the award period, the grant agreement will identify how the income will be applied.

5.1.3 PRE-AWARD RESPONSIBILITY DETERMINATION

An award to a U.S. or non-U.S. organization will be made only after the IRG/Engility Contracts Manager or his/her designee makes a positive determination that the applicant possesses or has the ability to obtain the necessary management competence to plan and carry out the project described in the grant application, and that it will practice mutually agreed upon methods of accountability for funds and other assets provided by IRG/Engility under the Grant Program.

In preparing responsibility determination the IRG/Engility Contracts Manager or his/her designee will use guidance provided in ADS 303.3.9. Depending on the result of the responsibility determination, the IRG/Engility Contracts Manager or his/her designee may:

- Approve an award,
- Deny the recommendation of the GSC and reject the award, or
- Request to award the grant with "Special Award Conditions", which will require more frequent and detailed financial reporting.

Before approving an award the IRG/Engility Contracts Manager or his/her designee will review GSC evaluation reports, proposed program description, program budget and program monitoring plan to ensure that they adequately describe the objectives of the program, the activities to be funded, and a monitoring system to measure the recipient's success. If needed, he/she will consult with GSC and/or Grant Manager regarding any technical or financial issues.

The Grant Manager will verify that the applicant does not appear in the "Excluded Parties List System" published by the General Services Administration (GSA) and does not appear on the OFAC List (otherwise known as the Specially Designated Nationals (SDN) and Blocked Persons List). The results of the verification will be submitted to the IRG/Engility Contracts Manager or his/her designee.

In making the responsibility determination the IRG/Engility Contracts Manager or his/her designee may also rely on the following:

- OMB A-133 based audits or other audits performed in accordance with ADS 591.3.4.2;
- Signed copies of the statutory and regulatory certifications;
- The quality of applicant's past performance on similar projects, including compliance with the terms and conditions of the funding agreement;
- Copies of the applicant's audited financial statements for the last three-year period;
- Projected budget, cash flow, and organization charts;
- Copies of applicable policies and procedures (for example, accounting, purchasing, property management, personnel);
- Other desk research information; and
- Formal pre-award surveys.

PRE-AWARD SURVEYS

As a part of the responsibility determination process the IRG/Engility Contracts Manager or his/her designee may require conducting a survey to assess potential recipient ability or prospective ability to plan and carry out the project in accordance with the program description and applicable regulations. The survey may be requested if any of the following criteria apply:

- The IRG/Engility Contracts Manager or his/her designee, or the Grant Manager is uncertain about the prospective recipient's capacity to perform financially or technically;
- The IRG/Engility Contracts Manager or his/her designee, or Grant Manager has knowledge of deficiencies in the applicant's audit(s);
- The IRG/Engility Contracts Manager or his/her designee determines it to be in the best interest of the CCRD Project.
- If the IRG/Engility Contracts Manager or his/her designee determines that it is necessary to conduct pre-award survey, a formal survey team will be established. A typical team will consist of:
 - Task Leader;

- Grant Manager;
- CCRD Project financial specialist.

The specific team composition will depend on the nature of work involved, applicants data availability etc. The Scope of Work for the survey will be prepared by the Grant Manager and agreed with the IRG/Engility Contracts Manager or his/her designee. The work may involve desk analysis/research, field visits to the prospective grantee, performance reference checks etc. A pre-award survey may include analysis and conclusions as to the following systems of the applicant:

- Accounting, recordkeeping, and overall financial management systems meet the applicable standards, including those which are required for an advance payment mechanism to be used;
- The applicant's system of internal controls is reasonable in accordance with applicable cost principles. This includes the segregation of duties, handling of cash, contracting procedures, and personnel and travel policies;
- The applicant's property management system, if applicable, meets property standards;
- The applicant meets the responsibilities for the administration and monitoring of sub awards;
- The applicant's procurement system, if procurement is significant to the award, meets the standards set forth in appropriate regulations.

The survey team will submit its findings to the IRG/Engility Contracts Manager or his/her designee for review and consideration. The IRG/Engility Contracts Manager or his/her designee will make final determination of the applicant's responsibility.

5.1.4 OTHER ACTIONS

Based on the grant type, program description, proposed budget and financial plan, responsibility determination results and other factors, the Grant Manager in consultation with the IRG/Engility Contracts Manager and/or CCRD Project technical and financial personnel will identify⁵:

- 1) Specific regulations and agreement clauses relevant for the award, e.g. applicable standard provisions for US and non-US nongovernmental recipients.
- 2) Program specific technical reporting requirements based on the application details and agreed program description and PMP;
- 3) Financial reporting format and frequency of the reports depending on the type of recipient and selected payment mechanism;
- 4) Branding and Marking Plan for the program based on CCRD Project Branding and Marking Plan and applicants proposal;
- 5) Statements and/or provisions to address necessary requirements related to environmental issues; and
- 6) Applicable audit requirements and award close out procedures.

The above will be agreed, as appropriate, with the applicant and will form an integral part of the grant agreement. The examples of technical and financial reporting requirements are presented in the relevant sections of this Manual.

⁵ If in question the Grant Manager may also consult USAID Contracting Office.

5.2 GRANT AGREEMENT PLACEMENT

All Grant Agreements will be submitted to the IRG/Engility Contracts Manager for review and approval. On receiving the approval the Grant Agreement will be signed between IRG/Engility, represented by the IRG/Engility SVP and the applicant/recipient organization.

Although USAID provide funding through its contract with the IRG/Engility, USAID is not party to the grants awarded under this program, and therefore there are no direct privities between USAID and the grantees. Any implementation issues which arise after the award of a grant will be handled by and between IRG/Engility and the grantee.

5.3 POST-AWARD ADMINISTRATION

Setting up streamlined and effective grants management processes is essential to the execution of a sustainable and meaningful grant program. In performing the post-award administration of the grant program, IRG/Engility will:

- Provide required post-award approvals, instructions, or guidance;
- Monitor once a month the grantees' performance and progress;
- Ensure that the grantees monitor and evaluate the impacts of their own activities using the impact indicators and baseline data negotiated into the grant document;
- Review the grantees' financial management programs, including the appropriate segregation of funds;
- Monitor the timely submission of progress reports by grantees and ensure that these reports track accomplishments and impact data;
- Provide guidance and follow-up on presentation of timely grantee vouchers;
- Obtain financial reports and review for compliance with grant financial plan and budget, activities, and work plan (see below);
- Maintain all grant pre-award and post-award files in good order;
- Ensure that the grantees maintain their financial and operational reports in good order, and retain them for three years after final payment;
- Monitor grantee cost-sharing contributions; and
- Perform timely close-out of all expired grants.

5.3.1 GRANT PROGRESS (TECHNICAL) REPORTING

Technical activity reports will serve to assess the progress achieved in the implementation of the grant activity to allow identification of issues to be addressed by the grantee and the CCRD Project management team. The activity reports will constitute a permanent archive of the accomplishments of the project and enable the CCRD Team to manage the program and its funding efficiently. Some grantees will be required to submit progress (interim) reports during project implementation; all grantees will be required to submit final reports. Progress report should sum up the different accomplishments during and towards the end of the grant period. It will be necessary to describe work done from a quantitative and qualitative point of view; accomplishments should be compared to the objectives, activities and results planned for the reporting period. Whenever appropriate and whenever the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs. If the objectives are not reached, it is necessary to give the reasons and to propose corrective measures. All Grantees will be required to submit a draft final report for CCRD Grant Manager/COP review 30 days before the award expiration date. As an example the final report may include:

- Description of the main activities covering the period of the grant;

- Comparison of accomplishments with respect to the objectives, activities and results outlined in the grant request;
- If necessary, indication of any changes in the organization of activities in relation to those included in the initial grant request;
- Description of any plans for the continuation of the activity beyond the period of the grant;
- Assessment of the impact of the grant on the targeted population;
- Report on indicators;
- An index of all reports and information products produced under the agreement; and/or
- A sample or copy of all products or documentation that would help to better understand the accomplishments or completed activities.

The CCRD Project Team will review and comment on the final report within 15 calendar days of receipt.

Unless other arrangements are put in place the signatories of the letter of acceptance of the Grant are responsible for the timely submission and the content of these reports. These reports will be submitted in English. The title page of all reports must include a descriptive title, the author's name, grant number, the project number and title, the grantee's name, and the publication or issuance date of the report.

Grant specific reporting requirements will be identified in the Grant Agreement.

The inability to submit anticipated reports on time may result in suspension of further payments and/or the suspension or the termination of the grant agreement as a whole at the discretion of the IRG/Engility. A copy of every report should be submitted to the CCRD Program Chief of Party or his/her designee through the Grant Manager.

5.3.2 GRANT FINANCIAL REPORTING

Financial reporting frequency and format will depend on the following:

- Grant type, e.g. fixed obligation grants will require financial reporting to be linked to the deliverables and/or milestones;
- Payment mechanism: advance or reimbursement;
- Type of grantee and its principal location, e.g. US or non-US based and high risk recipients; and
- Cost sharing and program income application requirements.
- In developing financial reporting requirements for the specific grants CCRD will use guidance provided in 22 CFR 226, “Standard Provisions for Non-US Nongovernmental recipients” and other USAID regulations, e.g. ADS 636 “Program Funded Advances”.
- All financial reports will be submitted for the attention of the COP or his/her designee in original and one copy. The Grant Manager will have primary responsibility for:
 - Reviewing grantees financial reports for compliance with applicable regulations, grant budget and/or financial plan, and if needed the work plan for the project;
 - Provide guidance and follow-up on presentation of financial reports by the grantees;
 - Resolving and/or advising on resolution of any cost related issues related to the grant projects implementation; and
 - Controlling cost sharing contributions from the grantee and undertaking actions to resolve the issues of inadequate progress toward meeting cost sharing requirements.

- The COP or his/her designee will have authority to approve financial reports and payments vouchers/invoices on behalf of IRG/Engility.

The inability to submit anticipated reports on time, inadequate or inconsistent financial reporting may result in suspension of further payments and/or the suspension or the termination of the grant agreement as a whole at the discretion of the IRG/Engility.

5.3.3 FINANCIAL AUDITS AND REVIEWS

All grant recipients should follow audit requirements stated in ADS 591 (see below for relevant extract):

CATEGORY	AUDIT THRESHOLD	AUDIT FREQUENCY	COMMENTS
Non-US based grantees	\$300,000 or more expended in USAID awards	Annual (recipient’s fiscal year)	Grantees can be prime or sub recipients ADS 591.3.2.1 and Inspector General Guidelines apply
U.S.-based grantees	\$500,000 or more expended in Federal awards	Annual (recipient’s fiscal year)	Audits performed by independent auditors. OMB Circular A-133 applies

Financial audits are normally funded by the recipient organization. The grant agreement will define if the cost of the audit is an allowable expense based on the applicable cost standards.

For non-US based organizations IRG/Engility retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds regardless of the audit requirement. This includes the requirement to make records available upon request for review by the IRG/Engility or USAID officials or their designees.

For US based organizations financial audits performed in accordance with OMB Circular A-133 do not limit the authority of USAID and the Office of Inspector General (OIG) to conduct or arrange for additional audits, reviews, and evaluations.

The Comptroller General of the United States, the USAID OIG, or any other duly authorized representative auditor must have access to any pertinent books, documents, papers, and records of the recipient-IRG/Engility and IRG/Engility sub-recipients-grantees to perform audits and examinations and make excerpts, photocopies, and transcripts.

5.4 AWARD TERMINATION AND CLOSE OUT

In closing out awards, the CCRD Grant Program will use guidance provided in CIB 90-12 “Guidance for AID Missions – Closing Out Contracts, Grants and Cooperative Agreements.”

The final disbursement of a grant will be withheld pending a satisfactory grant closeout, including the submission of final technical and financial reports.

The grantee will certify in writing to IRG/Engility that the activity(ies) was(were) completed in accordance with the terms of the grant agreement. If the grantee cannot certify, the grantee will be expected to make appropriate reimbursements to IRG/Engility, if applicable.

The Grant Management Team representative(s) will conduct the final site visit or a desk audit, during the close out period to determine if the established programmatic objectives and requirements have been achieved and to ensure that the final reports are prepared according to requirements.

The financial status⁶ will also be reviewed to ensure that all amounts claimed as direct costs appear acceptable under the grant and applicable cost principles, that final amounts for indirect costs have been determined (if applicable) and that the amount of the recipients cumulative claim does not exceed the total amount of the funds obligated under the grant.

USAID retains the right to unilaterally terminate any and all activities funded through sub-grants. USAID may require IRG/Engility to terminate the grant activities unilaterally in extraordinary circumstances. Further, every award shall include a termination provision that allows for (1) mutual termination in writing by both parties and (2) unilateral termination by IRG/Engility in the event that USAID (i) terminates the Contract; (ii) rescinds the IRG/Engility's authority to enter into grants under the Contract; or (iii) requires IRG/Engility to terminate the individual grant award (or any group of awards).

⁶ The grantee may be subject to the audit as a part of the closeout activities (as stated in ADS 591), and corresponding adjustments may be required in the final disbursement.

ANNEX 1. GRANT APPLICATION FORMAT

Proposals will be accepted in English only and must include the following sections:

1. **Name of Organization:**s
2. **RFA#:**
3. **Project Title,** Descriptive, precise, and brief
4. **Project Goal:**
5. **Project Objectives:** These objectives should be clearly formulated, oriented towards an impact, be specific, measurable, realistic, and have a time limit (maximum 1/2 page).
6. **Expected Products and Outputs:** Include anticipated amount of time it will take to achieve project outputs. The progress towards the achievement of these results may be considered to be a progress indicator of the project. This section should clearly define the relationship between the expected results and the objectives and should also address the sustainability of the project (maximum 1 page).
7. **Targeted Beneficiaries:**
8. **Location:** Include address, telephone number and name of contact person.
9. **Duration:**
10. **Activities:** The activities necessary to achieve the desired results. Each result requires a specific group of activities (maximum 2 pages).
11. **Gender issues.** Gender issues must be addressed in all USAID-funded activities.
12. **Environmental Concerns.**
13. **Marking & Branding Plan.** As a condition of receipt of this Grant, the grantee will apply USAID regulations set forth in the approved CCRD Branding and Marking Plan.
14. **Evaluation methodology:** Explain how you will determine to what degree your objectives have been achieved, and how you will measure the expected impacts qualitatively and/or quantitatively). Indicate when this will be done (maximum 1 page).
15. **Work Plan/Program Monitoring Plan:** An implementation plan and calendar that indicates when each of the objectives is expected to be achieved (maximum 1 page prose and calendar for proposed implementation/deliverables schedule).
16. **Budget:** The budget shall be prepared in U.S. dollars (USD) and in local currency, when applicable; it should include a cost-sharing statement.

I, the undersigned (Mr./Mrs./Ms. Chairman/President/Representative) _____ of _____ that is requesting financial assistance from the USAID CCRD Grant Program for the implementation of the proposed activity related to _____, certify that all the information of the grant application file is exact and correct.

Signature: _____ Date: _____

ANNEX 2. GRANT AGREEMENTS TEMPLATES

IN-KIND GRANT AGREEMENT

Between

The USAID Climate Change Resilient Development (CCRD) Project implemented by International Resources Group (IRG), a wholly-owned subsidiary of Engility Corporation

And

«Grantee»

Grant Agreement Number: *«Grant_Number»*

“«grant title»”

International Resources Group (hereafter referred to as “IRG”) has reviewed your application dated *«Date_Received»* and we are pleased to inform you that *«Grantee»* (hereafter referred to as “the Grantee”) has been selected to receive a grant award valued at *«Grant_Amount»* in support of the activity listed above.

For International Resources Group:

Name: <<COP Name>>
Title: Chief of Party

Date: *«Sign_Date»*

Please sign below to acknowledge your receipt and acceptance of this grant

As a legally authorized representative of the Grantee named below, I certify acceptance of the goods and services detailed in Annex 2, In-Kind Contribution, and agreement to all Terms and Conditions listed in the following pages of this grant agreement.

For *«Grantee»*:

Name: *«GranteeContact»*
Title: *«Title»*

Date: *«Sign_Date»*

SUMMARY SHEET and LISTING OF ANNEXES

SUMMARY SHEET

Grant Value: *«GrantAmount»*

Grant Agreement Number: *«Grant_Number» «grant_title»*

Grant Effective Date: Date

IRG Contract /TO Name: Name

IRG Contract /TO Number: Number

Grantee Representative Official: Name
Title

Grantee Address: Street
City

Grantee Phone: Number
Grantee Email: Email Address

IRG Representative Official: Name
Chief of Party

IRG Address: Street
City

IRG Technical Contact: Name
Grant Manager
Email
Phone

LISTING OF ANNEXES

- Annex 1. Grant Activity Description
- Annex 2. In-Kind Contribution List and Receipt
- Annex 3. Required Certifications and Due Diligence Forms
- Annex 4. Mandatory Provisions
- Annex 5. Branding/Marking Requirements
- Annex 6. Final Report Format
- Annex 7. Certificate of Completion
- Annex 8. Grant Modification Form

Terms and Conditions

By accepting this grant, the Grantee agrees to the following Terms and Conditions:

Receipt, Use, Title, and Disposition of In-Kind Goods and Services

This award is made to the Grantee on the condition that the goods and/or services provided will be used in accordance with the Grant Activity Description set forth in Annex 1 and the Standard Provisions set forth in Annex 4.

All acquisitions made by IRG on behalf of the Grantee will be in accordance with USAID procurement regulations. The Chief of Party or his/her designee will make the necessary decisions about any dispute arising from or related to this grant.

The Grantee shall acknowledge receipt by signing the Receipt of In-Kind Goods and/or Services set forth as Annex 2 of this award.

The Grantee agrees that the materials provided under this grant are provided in “as is” condition. IRG and USAID make no warranty about the condition or serviceability of the materials and shall not be liable for any third party claims for damages arising from use of the materials in the Grantee’s programs.

The Grantee will ensure that materials or products under this grant are marked/branded in accordance with the guidance in Annex 5. 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 Grantee name] and do not necessarily reflect the views of USAID or the United States Government.”

The grantee hereby agrees to provide required attribution to USAID funding or any publications and media materials produced under this grant or any press releases or events related to this grant.

Subject to the terms of this award, title to the materials will transfer to the Grantee upon its receipt of the materials. Following transfer of title, the Grantee will assume all responsibilities incident to ownership of the materials and any liability and costs arising from third party claims against the U.S. Government or its personnel related to the use of the materials. Any materials produced under the terms of this agreement -- written, graphic, film, magnetic tape, or otherwise -- shall remain the property of the Grantee. Except as otherwise provided in the terms and conditions of the award, the author or the Grantee 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. The rights and duties provided for in this paragraph shall continue, notwithstanding the termination of the contract or the execution of its other provisions.

Materials provided under this grant will be distributed to beneficiaries without any taxes, duties, charges or fees of any kind.

The Grantee shall dispose of this in-kind contribution in accordance with the Standard Provision set forth in Annex 4 of this award entitled “Title To and Use of Property.” No materials provided to the Grantee under this agreement may be sold or exported from [country].

The Grantee agrees that the materials provided under this award will not be made available for use of military, police, or security forces.

The Grantee is reminded that U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the Grantee to ensure compliance with these executive orders and laws.

Reporting Requirements

A Final Report is required under this grant, to be submitted within 15 days of the completion of grant activity, using the template provided in Annex 6. All reports should be sent electronically to [name], [title], [email address].

Certifications and Due Diligence

Grant award is contingent upon Grantee completing all certifications and due diligence forms in Annex 3 and being found to be fully eligible to receive a USAID grant. IRG cannot sign the grant award without having these completed forms on file and having reached a conclusion of eligibility based on due diligence review and review of US Government Excluded Parties Lists.

Grantee agrees to sign Completion Certification in Annex 7 within 15 days after the completion of the last grant activity.

Site Visitations

Grantee agrees to facilitate and assist with any grant activity site visit requested by IRG's Grants Manager or designee. Site visits are an important part of effective award management. Site visits by the Grant Manager are encouraged, since they can often be a more effective review of the project as it is implemented. A brief report highlighting the findings of these visits will be filed. A copy of each report shall be placed in the official grant file.

Conflict of Interest

All project personnel (including Grantees, IRG staff, consultants, suppliers, and/or USAID staff) that participate in a grant should be free of any real or apparent conflict of interest. Conflict of interest is defined as follows:

Financial Interests in Other Businesses. If Grantee personnel is involved with or about to become involved with a decision relating to a supplier or customer; or if Grantee personnel is involved in a competition with another organization, the employee must immediately disclose to the Chief of Party any significant direct financial interest in that current or potential supplier, customer or competitor.

Relationships. Any Grantee personnel involved in a procurement activity who has a spouse, child, parent, in-law, close friend, or someone else with whom he/she has a close relationship who works for a vendor, subcontractor, customer or competitor should disclose the situation to the IRG Chief of Party immediately.

Controlling Language

English is the controlling language of this grant. If this award or any of its supporting documents are provided in a foreign language, the English language version is the controlling version.

Indemnification

The Grantee hereby agrees to indemnify, defend and hold IRG, its affiliates and their respective officers, directors, employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses), suffered or incurred by IRG or any of the foregoing persons that arise from or may be

attributable to: (i) a breach of any obligation, representation or warranty of Grantee hereunder or (ii) errors, omissions or fault of Grantee in the performance or services pursuant to the Agreement. Grantee's obligation under this paragraph will survive cancellation, expiration or termination of this Agreement by either party for any reason.

IRG hereby agrees to indemnify, defend and hold Grantee harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses), suffered or incurred by Grantee in connection with the performance of the Agreement to the extent arising out of the use or the reliance upon any information, documents, representations, reports or data furnished or prepared by IRG for their use in connection with the performance of services pursuant to the Agreement. IRG's obligation under this paragraph will survive cancellation, expiration or termination of this Agreement by either party for any reason.

Liability:

IRG does not assume liability for any third party claims for damages arising out of this grant.

Modification

Modification of this Grant Agreement requires the mutual written endorsement of Grantee and IRG in the form of a Grant Agreement Modification Notice provided in Annex 8.

Disputes, Termination and Suspension

- a) IRG's Chief of Party and/or IRG may terminate this award at any time, in whole or in part, upon written notice to the Grantee, whenever it is determined that the Grantee 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 IRG with the consent of the Grantee. 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 IRG to the Grantee
- c) This award may be terminated at any time in whole or in part by the Grantee upon sending written notification to IRG 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 IRG 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, IRG 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 directly or through IRG, following notice to the Grantee, suspend or terminate this award in whole or part and prohibit the Grantee 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, directly or through IRG, may terminate this award on written notice to the Grantee and cancel that portion of this award which has not been irrevocably committed to third parties.
- e) IRG and USAID reserve the right to terminate in whole or in part, or suspend payments, should the Grantee become insolvent during performance of the grant.
- f) IRG and USAID reserve the right to terminate this Agreement or take other appropriate measures if the Grantee or a key individual of the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

- g) Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the Grantee shall take immediate action to minimize all expenditures financed by this award. The Grantee shall not incur costs after the effective date of termination. Any costs incurred after the effective date of termination will not be reimbursed.
- h) Any dispute under or relating to this grant agreement shall be resolved by IRG/Agreement Officer, and the Grantee or its authorized representative.
- i) Any controversy or claim arising out of or relating to this Grant, or the breach thereof, shall be settled by arbitration in District of Columbia, U.S.A. administered by the American Arbitration Association if filed by IRG and in Country if filed by Grantee and judgment on the award rendered by the arbitrator(s) shall be final and binding on the parties and may be entered in any court having jurisdiction thereof. During the pendency of any controversy or claim hereunder, the Grantee shall proceed diligently with the performance of the Grant, and in accordance with the terms and conditions of this Grant.

Sub-Agreements

No lower tier sub-agreements are permitted under the terms of this award.

Records

All information and documents pertaining to this agreement must be kept by Grantee and made available at the request of IRG or USAID for **three** years following the termination of this agreement.

Responsibility

The grantee has full responsibility for the conduct of the project or activity supported under the award and for adherence to the award conditions. Although the grantee is encouraged to seek the advice and opinion of the IRG Grants Manager on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound technical and administrative judgments and should not imply that the responsibility for operating decisions has shifted to IRG. The Grantee is responsible for notifying IRG about any significant problems relating to the administrative, technical, or financial aspects of the award. Any changes to the Grantee's organizational or contact information (officers, address, phone number, etc.) shall be conveyed to IRG in writing prior to becoming effective or as soon as reasonably feasible thereafter. No changes or modifications to this agreement will be made effective until approved in writing by the Grantee and IRG by amendment to the agreement.

ANNEX 2.1: GRANT ACTIVITY DESCRIPTION

NB: This format is OTI-specific and should be adapted to suit the individual needs of the project.

IRG awards the following In-Kind Grant, based on the application received in writing from the Grantee on «*Start_Date*» and revised on «*Start_Date*» entitled “«*grant_title*»,” which describes the activities to be developed by the project using grant funds. The application is considered to be an integral part of this Agreement, with the same approach and force that it would have if the complete text were included.

Project Description/Purpose of Agreement:

«*Background*»

Project Justification:

«*Activity_Summary_and_Justification*»

Description of Project Objective(s):

«*Activity_Objectives*»

Products or Services Required to Achieve the Project Objective(s):

«*BudgetTable*»

«*Awardee_Reporting_and_Deliverables*»

The Grantee will use the goods and services described in Annex 2 for purposes of _____. When the equipment is no longer required for this purpose, the Grantee may retain the material for _____ [e.g., future use for similar activities].

In addition, the Grantee will submit a Final Report using the template provided in Annex 6 and Certificate of Completion provided in Annex 7 to the IRG Grants Manager within 15 days of completing this grant activity.

ANNEX 2.2: IN-KIND GRANT CONTRIBUTION LIST AND RECEIPT

Insert full *detailed* description and estimated current fair market value of goods and/or services being provided through this grant. Please see examples below:

Ex 1.

Renovation of hiking trails in the pine forest of Bkassine		
Description	No. of Units	US\$ Value
1. Rental of a Bobcat vehicle	25 hours at \$25 per hour	\$625
2. Rental of a Brushcat vehicle	25 hours at \$25 per hour	\$625
3. Rental of a 4x4 vehicle	10 hours at \$60 per hour	\$600
Handrails and barriers made of dry Pine wood along staircases and trails	75 m at \$15 per meter	\$1,125
Treatment of potable water spring located on the hiking trail	1 at \$200	\$200
Total Value		US\$3,175

Ex 2.

<u>Description</u>	<u>Estimated Current Fair Market Value (FMV)</u>
_____, e.g., 100 rolls plastic sheeting	\$
_____, e.g., 500 blankets	\$
TOTAL VALUE OF IN-KIND GRANT	\$

The undersigned authorized representative of the Grantee accepts receipt of the goods and/or services detailed above.

GRANTEE

 Authorized Representative Signature
 Printed Name
 Title

 Date

ANNEX 2.3: REQUIRED CERTIFICATIONS AND DUE DILIGENCE FORM (Note: **This Annex must be attached to each grant agreement**)

2.3.1 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS AGREEMENT

TO BE SIGNED AT THE TIME OF THE GRANT AGREEMENT

The Grantee certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

The Grantee agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs". The Grantee further agrees to include the following provision in any subagreements or contracts entered into under this award: The Grantee/contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

On behalf of the Grant Grantee

Signature
«GranteeContact»
«Title»
«Grantee»

Date

2.3.2 CERTIFICATION OF A DRUG-FREE WORKPLACE
TO BE SIGNED AT THE TIME OF THE GRANT AGREEMENT

The Beneficiary of this Grant Agreement, also known as the Grantee, hereby certifies the following:
That this certification is a material representation of fact from the Beneficiary upon which reliance was placed when IRG awarded the grant;

That the Beneficiary understands that if it is later determined that the Beneficiary knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, IRG/Engility, in addition to any other remedies available to the U.S. Federal Government, may take action authorized under the Drug-Free Workplace Act; and

That it the Beneficiary currently maintains and will continue to maintain and provide throughout the life of the grant a Drug free Workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Beneficiary's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a Drug-Free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Beneficiary's policy of maintaining a Drug-Free Workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A);
- d. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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

On behalf of the Grant Grantee

Signature
«GranteeContact»
«Title»
«Grantee»

Date

2.3.3 CERTIFICATION REGARDING TERRORIST FINANCING IMPLEMENTING EXECUTIVE ORDER 13224

TO BE SIGNED AT THE TIME OF THE GRANT AGREEMENT CERTIFICATION

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

1. The Grantee, to the best of its current knowledge, did not provide, within the previous ten years, 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, as that term is defined in paragraph 3.

2. The following steps may enable the Grantee to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, the Grantee will verify that the individual or entity does not (i) appear 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) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Grantee.

b. Before providing any material support or resources to an individual or entity, the Grantee 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 Grantee should refer to the consolidated list available online at the Committee's website:

<http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

c. Before providing any material support or resources to an individual or entity, the Grantee will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Grantee also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. 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.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as Grantees of food, medical care, micro-enterprise loans, shelter, etc., unless the Grantee has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Grantee's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Grantee that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Grantee has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

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 IRG/Engility prior to the end of its term.

Signature

Date

«GranteeContact»

«Title»

«Grantee»

2.3.4 CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

TO BE SIGNED AT THE TIME OF THE GRANT AGREEMENT

CERTIFICATION

The applicant 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 applicant, 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 applicant shall complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under loans, and cooperative agreements) and that all subGrantees shall certify and disclosure 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 prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and UPS 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.

On behalf of the Grant Grantee

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

Signature

Date

«GranteeContact»
«Title»
«Grantee»

2.3.5 CERTIFICATE TO TERMINATE THIS AGREEMENT

TO BE SIGNED AT THE TIME OF THE GRANT AGREEMENT

CERTIFICATION

By signing and submitting this application, the prospective Grantee acknowledges that: USAID reserves the right to terminate this Agreement, to demand a refund or take other appropriate measures if the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned shall review USAID ADS 206 to determine if any certifications are required for Key Individuals or Covered Participants.

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

On behalf of the Grant Grantee

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

Signature

Date

«GranteeContact»

«Title»

«Grantee»

2.3.6 CERTIFICATION REGARDING COMPLIANCE WITH ANTI-BRIBERY LAWS

TO BE SIGNED AT THE TIME OF THE GRANT AGREEMENT

The Grantee hereby, as appropriate, represents warrants, affirms and agrees that it will comply with the U.S. Foreign Corrupt Practices Act, and in particular agrees that:

1. None of the principals, officers or employees of Company is a government official, and official of any public international organization, a political party official, or a candidate for political office.
2. All of the information that Company has provided to IRG/Engility and its representatives in connection with IRG/Engility's retention of Company was and remains current, accurate and complete.
3. Company will obtain written approval from IRG/Engility before Company hires subagents, and that no subagent will be approved unless that subagent agrees in writing to these same terms and conditions.
4. In connection with its representation and work on behalf of IRG/Engility, Company shall not give, offer or promise to give, or authorize the giving directly or indirectly through any other person or firm, of any money or anything of value to any employee or official of any government, employee or official of any public international organization, any political party or official or employee of such party, or any candidate for political office, for the purpose of inducing or rewarding favorable action or the exercise of influence by such official, party or candidate in any governmental matter.
5. In connection with its representation and work on behalf of IRG/Engility, Company shall not give, offer or promise to give, or authorize the giving directly or indirectly through any person or firm, of any money or anything of value to any foreign party or its representative as an inducement or reward for the party or representative doing or forbearing to do any act in relation to the business or affairs of IRG/Engility or Company, or for showing or forbearing to show favor or disfavor to any person in relation to the business or affairs of IRG/Engility or Company.
6. Company will provide documents and information to IRG/Engility, upon request, confirming Company's compliance with this agreement, and will allow IRG/Engility (or its agents) to review Company's books and records with respect to the work performed on behalf of IRG/Engility at any time.
7. This certification is being provided to IRG/Engility in connection with IRG/Engility's decision to enter or continue a business relationship with Company. If Company violates any of the terms of this agreement, IRG/Engility shall have the option to terminate its contract with Company, notwithstanding any other provision of IRG/Engility's contract with the Company to the contrary. Moreover, Company shall forfeit any payments owed to it by IRG/Engility upon an admission or finding that Company has failed to comply with any terms of this Certification.

On behalf of the Grant Grantee

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

Signature

Date

«GranteeContact»

«Title»

«Grantee»

2.3.7 DUE DILIGENCE FORM FOR GRANTEES

International Resources Group/Engility		
Requester's Name:		Date of Request:
Name of Organization:		
Physical Address:		Mailing Address:
Tel:	Fax:	E-Mail Address:
Point of Contact:		Title:
Type of Business: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Not-for Profit Org <input type="checkbox"/> Other _____		
Country/State of Registration:		Registration Number (if applicable):
Social Security Number or National ID № (if applicable):		Date of Establishment:

Owner(s)	Nationality	% Ownership
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Financial Information				
1. Does your organization have accepted indirect rate with a US Agency?				<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does your organization have established Indirect Rates, verified and documented by an independent audit or accounting firm?				<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Does your organization have a publicly available price list for services or products?				<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Please provide financial references (minimum of two each required) from banks, suppliers, persons, or firms familiar with your organization				
Principal Contact	Firm	Address	Fax	Phone
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
5. Do you have an Accounting System that meets GAAP, IFAC or other accepted accounting standards? If not, please describe your accounting system and procedures:				<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Is your organization registered as a national entity, and compliant with				<input type="checkbox"/> Yes

National regulations concerning your operations?	<input type="checkbox"/> No
7. Does your organization have experience working for the US Agency for International Development (USAID), other US Government Agencies, or US Firms that contract directly with US Government Agencies?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. What is the average size of contracts or awards, if any, your organization has received from national, international government agencies or clients?	

Organizational Information

Does any government department, agency or instrumentality, or any official or employee thereof, have any ownership or other financial interest in your Organization, or an affiliate thereof, directly or indirectly? <i>If "Yes," please specify:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	---

Names/Titles of Principal Officers		
_____	_____	_____
_____	_____	_____

Is any owner, or any employee, or any principal officer of your organization an elected or appointed official or a former elected or appointed official of any government department including military, agency or instrumentality? <i>If "Yes," list names, titles and government positions:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	---

Is any owner, or any employee of your organization, or any principal officer an employee of any government department, including military, agency or instrumentality? <i>For each "Yes" answer, provide name of government department, agency, or instrumentality, position or office:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	---

Do any of the principals of your organization have an ownership interest above 5% in any other organization? <i>If "Yes," identify each such other organization, its address, its business activities, the role played in it by any principal of the applicant's organization, and any other relationship between the applicant and such other organization(s):</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	---

Has your organization, any associated organization, any prior organization, any prior associated organization, any present or former principal officer or employee been suspended from doing business in any capacity, been convicted with any criminal act, or been the subject of any allegation of fraud, misrepresentation, bribery, or other related activities? <i>If the answer is anything other than an unequivocal "no," please provide complete details (on a separate sheet, if necessary):</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	---

<p>Does any owner or present principal officer have any close family relationships (<i>spouse, child, sibling, parent</i>) with current member of a government department, agency or instrumentality, or any official or employee thereof?</p> <p><i>For each "Yes" answer, provide complete details:</i></p>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Is any owner or present principal officer an official of any political party or candidate for political office?</p> <p><i>For each "Yes" answer, provide complete details:</i></p>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>I understand that this information will be relied upon by IRG to determine whether to enter into any contractual agreement, and that any false or misleading information provided herein would be grounds for the immediate termination of any such contractual agreement.</p> <p><input type="checkbox"/> <i>Applicant has in place its own Ethics Code and internal procedures for compliance with the U.S. Foreign Corrupt Practices Act of 1977 as amended, or</i></p> <p><input type="checkbox"/> <i>Applicant acknowledges that they have received, reviewed, and will comply with Engility International Agreements Compliance Handbook.</i></p>		
Signature		
Title:		Date:
<p>The International Agreements Administrator has reviewed the due diligence completed for this International Entity and certifies to the best of his/her knowledge that all information has been completed and any red flags have been adequately investigated and resolved.</p>		
IAA Signature:		Date:

ANNEX 2.4 9 (This annex must be attached to each grant agreement. However, the Mandatory Provision may vary depending on the grant type)

MANDATORY PROVISIONS

M7. TITLE TO AND USE OF PROPERTY (JUNE 2012)

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

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

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

(2) Supplies means tangible personal property excluding equipment.

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

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

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

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

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

(i) Activities funded by USAID, then

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

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

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

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

(2) A physical inventory of Property that must be taken, and the results reconciled with the equipment records, at least once every two years during the period of this award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<http://dec.usaid.gov>

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

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

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

b. Rights in Data

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

2) Unless otherwise provided in this provision, the recipient may retain the rights, title and interest to Data that is first acquired or produced under this award. USAID reserves a royalty-free, worldwide, nonexclusive,

and irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

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

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

[END OF PROVISION]

M9. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (JUNE 2012)

a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline “from the American people.” The USAID Identity is on the USAID Web site at transition.usaid.gov/branding. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:

- (1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
- (2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
- (3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;
- (4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
- (5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.

b. When this award contains an approved Marking Plan, the recipient must implement the requirements of this provision following the approved Marking Plan.

c. If a "Marking Plan" is not included in this award, the recipient must propose and submit a plan for approval within the time specified by the Agreement Officer (AO).

d. The AO may require a preproduction review of program materials and “public communications” (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.

e. The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to the Agreement Officer’s Representative (AOR) and to USAID’s Office of Legislative and Public Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows: "The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."

f. Any “public communication” in which the content has not been approved by USAID must contain the following disclaimer: “This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government.”

g. The recipient must provide the USAID AOR, with two copies of all program and communications materials produced under this award.

h. The recipient may request an exception from USAID marking requirements when USAID marking requirements would:

- (1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
- (2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
- (3) Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;
- (4) Impair the functionality of an item;
- (5) Incur substantial costs or be impractical;
- (6) Offend local cultural or social norms, or be considered inappropriate; or
- (7) Conflict with international law.

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

- (1) Approved waivers “flow down” to subagreements, including subawards and contracts, unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.
- (2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.

j. The recipient must include the following marking provision in any subagreements entered into under this award: “As a condition of receipt of this subaward, marking with the Identity of a size and prominence equivalent to or greater than the recipient’s, subrecipient’s, other donor’s, or third party’s is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.”

[END OF PROVISION]

M10. AWARD TERMINATION AND SUSPENSION (JUNE 2012)

a. The recipient or Agreement Officer (AO) may terminate this award at any time, in whole or in part, upon written notice to the other party in accordance with the Standard Provision, “Notices.” The termination notice must contain the reason(s) for the termination; the effective date; and, in the case of a partial termination, the portion to be terminated.

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

c. In the event the recipient or any of its employees, subrecipients, or contractors are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140, USAID reserves the right to terminate this award, in whole or in part, or take any other appropriate measures

including, without limitation, refund or recall of any award amount. Additionally, the recipient must make a good-faith effort to maintain a drug-free workplace and USAID reserves the right to terminate or suspend this award if the recipient materially fails to do so.

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

e. Within 30 calendar days after the effective date of such termination, the recipient must repay to the U.S. Government all unexpended USAID funds as of the effective date of termination, which are not otherwise obligated by a non-cancelable legally binding transaction applicable to this award.

f. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover legally binding obligations to third parties by the recipient, the recipient may submit to USAID within 90 calendar days after the effective date of a termination a written claim covering such recipient obligations. The AO must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with this provision and the Standard Provision, "Allowable Costs."

g. The recipient must, to the greatest extent possible, include a provision in all subagreements, including subawards and contracts, affording the recipient the right to terminate the subagreement in the event USAID terminates this award, including the refund requirement in paragraph c.

[END OF PROVISION]

M11. RECIPIENT AND EMPLOYEE CONDUCT (JUNE 2012)

a. The recipient, its employees, and consultants are prohibited from using U.S. Government information technology systems (such as Phoenix, GLAAS, etc.), must be escorted to use U.S. Government facilities (such as office space or equipment), and may not rely on assistance from any U.S. Government clerical or technical personnel in the performance of this award, except as otherwise provided in this award.

b. The recipient, its employees, and consultants are private individuals, are not employees of the U.S. Government, and must not represent themselves as such.

c. The following requirements in this provision apply to the recipient's employees who are not citizens of the cooperating country.

(1) If the recipient's employees enjoy exemptions from import limitations, customs duties or taxes on personal property in connection with performance of this award, the sale of such personal property is governed by the rules contained in 22 CFR 136, including a prohibition from profiting from such sale, except as this may conflict with host government regulations.

(2) Any outside business dealings of the recipient's employees must be legal and not conflict in any manner with this award. Outside business dealings include, but are not limited to, any investments, loans, employment, or business ownership by the recipient's employees, other than work to be performed under this award.

d. In the event the conduct of any recipient employee is not in accordance with this provision or this award, the recipient must coordinate with the USAID Mission to resolve the situation with regard to such employee including, if necessary, termination of the employee. In the case of termination of a non-host country national, the recipient must use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

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

f. This provision must be included in all subagreements, including subawards and contracts.

[END OF PROVISION]

M12. DEBARMENT AND SUSPENSION (JUNE 2012)

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

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

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

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

d. Principal means—

- (1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- (2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—
 - (i) Is in a position to handle Federal funds;
 - (ii) Is in a position to influence or control the use of those funds; or,
 - (iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

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

[END OF PROVISION]

M14. PREVENTING TERRORIST FINANCING (JUNE 2012)

a. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism. In addition, the recipient must verify that no support or resources are provided to individuals or entities that appear on the Specially Designated Nationals and Blocked Persons

List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

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

[END OF PROVISION]

M15. TRAFFICKING IN PERSONS (JUNE 2012)

a. USAID is authorized to terminate this award, without penalty, if the recipient or its employees, or any subrecipient or its employees, engage in any of the following conduct:

- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
- (2) Procurement of a commercial sex act during the period of this award; or
- (3) Use of forced labor in the performance of this award.

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

c. The recipient must include in all subagreements, including subawards and contracts, a provision prohibiting the conduct described in a(1)-(3) by the subrecipient, contractor or any of their employees.

[END OF PROVISION]

M18. NONDISCRIMINATION (JUNE 2012)

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

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

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

[END OF PROVISION]

M19. USAID DISABILITY POLICY - ASSISTANCE (JUNE 2012)

The recipient must not discriminate against people with disabilities in the implementation of USAID funded programs and should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities. The text of the USAID Disability Policy can be found at the following Web site: pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

ANNEX2. 5 (This annex be attached to each grant agreement)

BRANDING AND MARKING REQUIREMENTS

(This annex applied for all grant agreement type)

[Insert requirements per IQC and Task Order here]

ANNEX 2.6 (This annex must be attached to each grant agreement)

**Grantee Final Report
Climate Change Resilient Development (CCRD)**

Grant Title:	
Grantee:	
CCRD Grant Number:	
Grant Location:	Grant Amount:
Start Date:	End Date:
Grantee Representative:	
Tel/Mobile: /	Email:

This form is intended to provide the grantee organization with the method to communicate valuable information on the experience gained during implementation of the grant activity.

1) Please provide a short summary of your project's implementation to include the objective and outcomes achieved (Please list Country/countries covered by the program)

2) Please provide a summary of the impact of this project (ie did the grant help to solve the problems it was intended to address?)

3) Please provide a short summary of the project successes, problems and any lessons learned.

4) Beneficiaries (Direct and Indirect): Please list the number of Direct Beneficiaries for this project (ie those that received training, employment, salaries from this grant)

Total: _____ Male: _____ Female: _____

Please describe who the direct beneficiaries were for this grant (ie general population, farmers, aged, women, youth, minority community, students, etc):

Please describe how the direct beneficiaries benefited from this grant:

Please list the estimated number of Indirect beneficiaries (people affected in the community, town, village, district)

Total: _____

5) Please indicate your level of satisfaction with CCRD and USAID processes in implementing this grant:

Not Satisfied: _____ Satisfied: _____ Very Satisfied _____

6) Please explain your strategy of sustainability

7) Please describe your experience or any specific issues below:

The information contained in this report is true and accurate to the best of my knowledge

Name: _____

Signature: _____

Date: _____

ANNEX 2.7 (This annex must be attached to each grant agreement)

GRANT COMPLETION CERTIFICATE

The USAID Climate Change Resilient Development (CCRD) Project implemented by International Resources Group (IRG), a wholly-owned subsidiary of Engility Corporation

Grant No.:
Grant Title:
Grantee Name:

With reference to the Simplified Grant Agreement that was entered into with CCRD, in my capacity as the Grantee I hereby certify that:

Technical Completion—With reference to all material aspects of our technical proposal, and any subsequent jointly agreed-upon modification(s), my organization have achieved the stated grant objective and verifiable results as presented in Annex 1 of the Grant Agreement with the exception of the following:

Payment Summary—With reference to costs incurred under this grant, my organization has submitted the final payment request on Date _____ .

Grant Budget Total:

Approved Total Expended as of Final Payment Request:

Total Reimbursed by CCRD to Grantee:

Amount Unspent:

Grant Activity Completion Report—With reference to Grant Annex 5-2, the subject report has been submitted and accepted by the CCRD Grants Manager.

Thus, it is hereby agreed by the grantee and CCRD that all technical, administrative, and financial aspects of the referenced CCRD Simplified Grant Agreement, with the exception of Grant (INSERT HERE IF ANY), have been brought to a condition of completion, and as such, neither the Grantee nor CCRD has any further obligations of any nature with regard to the Grant Agreement.

On Behalf of CCRD:

COP Name
CCRD Chief of Party

Date

Grantee:

Grantee Name
Title

Date

ANNEX 2.8: (This annex must be attached to each grant agreement)

GRANT AGREEMENT MODIFICATION NOTICE NO.(x)

Between

The USAID Climate Change Resilient Development (CCRD) Project implemented by International Resources Group (IRG), a wholly-owned subsidiary of Engility Corporation

And

«Grantee»

Grant Agreement Number: **«Grant_Number»**

“«grant_title»”

A. Description and justification of technical changes:

1) (describe changes here)

B. Changes to Grant Agreement incorporated by this modification:

1) (detail changes here)

Statement of Agreement

The above changes and/or additions are to be attached to and made part of the current Grant Agreement. All other terms and conditions of the original Grant Agreement remain in effect without modification. The signatures below indicate that both parties have fully and unconditionally have accepted this modification on the date indicated above.

On Behalf of IRG/Engility:

IRG/Engility Contracts Manager (Initial):

Name, title

Date

Grantee:

Name, Title

Date

SIMPLIFIED GRANT AGREEMENT

Between

The USAID Climate Change Resilient Development (CCRD) Project implemented by International Resources Group (IRG), a wholly-owned subsidiary of Engility Corporation

And

«Grantee»

Grant Agreement Number: **«Grant_Number»**

“«grant_title”

International Resources Group (hereafter referred to as “IRG/Engility”) has reviewed your application dated «Date_Received» and we are pleased to inform you that «Grantee» (hereafter referred to as “the Grantee”) has been selected to receive a grant award not to exceed «GrantAmount» in support of the activity listed above.

For International Resources Group:

Name: <<COP Name>>
Title: Chief of Party

Date: «Sign_Date»

Please sign below to acknowledge your receipt and acceptance of this grant

As a legally authorized representative of the recipient named below, I certify acceptance of this grant; agreement to all Terms and Conditions listed in the following pages of this grant agreement; and completion of all certifications and forms in Annex 3 of this grant agreement.

For «Grantee»:

Name: «GranteeContact»
Title: «Title»

Date: «Sign_Date»

SUMMARY SHEET and LISTING OF ANNEXES

SUMMARY SHEET

Grant Budget Ceiling: *«Grant.Amount»*

Grant Agreement Number: *«Grant_Number» «grant_title»*

Grant Period of Performance: START – END

IRG/Engility Contract /TO Name: Name

IRG/Engility Contract /TO Number: Number

Grantee Representative Official: Name
Title

Grantee Address: Street
City

Grantee Phone: Number

Grantee Email: Email Address

IRG/Engility Representative Official: Name
Chief of Party

IRG/Engility Address: Street
City

IRG/Engility Technical Contact: Name
Grant Manager
Email
Phone

LISTING OF ANNEXES

- Annex 1. Grant Activity Description
- Annex 2. Grant Budget Estimate
- Annex 3. Required Certifications and Due Diligence Forms
- Annex 4. Payment Request Form
- Annex 5. Required Report Formats
- Annex 6. Grant Completion Certificate
- Annex 7. Grant Agreement Modification Template

Terms and Conditions

By accepting this grant, the Grantee agrees to the following Terms and Conditions:

Grant Amount, Payments, and Audits

- a) Based on the budget attached in Annex 2, the total estimated amount of this grant is «Grant Amount»
- b) Funds provided under this grant may only be utilized to reimburse Grantee for actual allowable incurred costs required to complete the grant activities described in Annex 1. No costs will be reimbursed that are incurred before or after the Grant Period of Performance indicated above. Grantee should alert the IRG/Engility Grants Manager for approval in advance of incurring any costs that exceed the approved amounts budgeted in Annex 2.
- c) Requests for reimbursement shall be made to the IRG/Engility Grants Manager on a monthly basis, along with the Grant Progress Report. The Grantee must fill out a Payment Request Form and send it to IRG/Engility using the payment format provided in Annex 4-1. Payments will be issued by IRG/Engility directly to the Grantee's bank account within 30 calendar days following approval of reimbursement requests. Payments will be made in the currency of the country in which the Grantee is based.
- d) The Grantee must attach copies of receipts to support all costs to be reimbursed. Receipts should contain the following information:
 - Name, address, and telephone number of Vendor
 - Name of individual incurring the cost
 - What the payment is for
 - Amount
 - Date/Dates the cost was incurred

IRG/Engility will not make payments without receipts and without the correctly filled in Payment Request form and the corresponding Grant Progress Report.
- e) IRG/Engility retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of the recipient regardless of the audit requirement. The Grantee shall afford authorized representatives of IRG/Engility the opportunity at all reasonable times to audit or inspect activities financed under the Agreement, the utilization of goods and services financed by IRG/Engility, and books, records and other documents relating to the Agreement.

It is the Grantee's responsibility to ensure that costs incurred are in accordance with the following set of Cost Principles. Costs should be:

- Reasonable. Means those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.
- Allocable Costs. Means those costs which are incurred specifically for the award.
- Allowable Costs. Means those costs which conform to any limitations in the award.

The Grantee must keep original receipts and complete records of all costs charged to the grant for a period of three years after the expiration of the grant and make such records available in case of audit or at the request of IRG/Engility, USAID, or local [nationality] authorities.) The records include receipts, time sheets, invoices, plane tickets, payment reports. Records must be kept that demonstrate that all purchases made with this grant have been made at reasonable prices and from reliable sources.

Please note:

- When items are purchased under this grant agreement, the appropriate documentation must be kept on file to justify the purchase, together with a comparative table and 3 quotations. For construction or other services contracts the publication and bidding processes for the contract(s) must be presented. If it is not possible to obtain 3 quotations (e.g. if only one or two suppliers exist) the justification should be presented in writing. For items costing more than US \$3,000 three price quotations must be presented, shown on a comparative table and selecting the best option based on price and quality.
 - No single item having a useful life over one year and an acquisition cost of \$5,000 or more shall be purchased, and the Grantee will not purchase any goods or services, except as authorized pursuant to 22 CFR 228 or ADS 310 or any applicable waivers.
 - The Authorized Geographic Code for this grant is 935. Please see Part M.8 of <http://transition.usaid.gov/policy/ads/300/303maa.pdf> for details concerning what items may be purchased.
 - Grantee must secure prior written approval for any international travel costs, and any international travel must comply with the Fly America Act travel regulations. Please see Part M. 17 of <http://transition.usaid.gov/policy/ads/300/303maa.pdf> for details.
- f) At the request of IRG/Engility, Grantee will return to IRG/Engility any of the funds received, which have been used for any questionable or unallowable expenses, as determined by IRG/Engility, which do not comply with the terms and conditions of this grant.
- g) Grant budget reallocations must have prior approval from the IRG/Engility Grants Manager before they can be implemented. See Annex 4-2 for request form.
- h) At the end of the Grant Period of Performance, the Grantee must certify in writing to the IRG/Engility Grants Manager that he/she has completed the activity provided in Annex 1. If the Grantee cannot certify this, the IRG/Engility Grants Manager may require the Grantee to make appropriate reimbursements.

Reporting Requirements

The following reports are required under this grant. All reports should be sent electronically to [name], [title], [email address]

- a) Grant Progress Reports:
The grantee will submit a Grant Progress Report, using the format provided in Annex 5-1, at the end of each month which must:
- Compare actual results for the period with the activities, goals and objectives of the project;
 - Identify any potential and existing problems; and,
 - Describe the activities planned for the following period

Monthly submission of Grant Progress Report – along with Request for Payment Form and receipts for expenses - is required to receive payment.

- b) Final Report:
The Grantee will submit a Final Report, using the format provided in Annex 5-2, within 15 days after the completion of the last grant activity. The final report will compare the actual

results with the activities, goals, and objectives of the original project for which the grant is awarded, stipulating the number of beneficiaries; identify any potential and existing problems and steps undertaken to resolve them; assess the impact of this activity against program objectives; describe major success stories, best practices, and lessons learned; identify any technical support received from other organizations (this should include information about possible additional financial support from other donors); and include an addendum of success stories and digital photographs of the grant activity.

Certifications and Due Diligence

Grant award is contingent upon Grantee completing all certifications and due diligence forms in Annex 3 and being found to be fully eligible to receive a USAID grant. IRG/Engility cannot sign the grant award without having these completed forms on file and having reached a conclusion of eligibility based on due diligence review and review of US Government Excluded Parties Lists.

Grantee agrees to sign Completion Certification in Annex 6 within 15 days after the completion of the last grant activity.

Monitoring and Evaluation

Grantee agrees to collaborate with IRG/Engility to establish grant monitoring and evaluation standards for IRG/Engility activities.

Site Visitations

Grantee agrees to facilitate and assist with any grant activity site visit requested by IRG/Engility's Grants Manager or designee. Site visits are an important part of effective award management. Site visits by the Grant Manager are encouraged, since they can often be a more effective review of the project as it is implemented. A brief report highlighting the findings of these visits will be filed. A copy of each report shall be placed in the official grant file.

Conflict of Interest

All project personnel (including Grantees, IRG/Engility staff, consultants, suppliers, and/or USAID staff) that participate in a grant should be free of any real or apparent conflict of interest. Conflict of interest is defined as follows:

Financial Interests in Other Businesses. If Grantee personnel is involved with or about to become involved with a decision relating to a supplier or customer; or if Grantee personnel is involved in a competition with another organization, the employee must immediately disclose to the Chief of Party any significant direct financial interest in that current or potential supplier, customer or competitor.

Relationships. Any Grantee personnel involved in a procurement activity who has a spouse, child, parent, in-law, close friend, or someone else with whom he/she has a close relationship who works for a vendor, subcontractor, customer or competitor should disclose the situation to the IRG/Engility Chief of Party immediately.

Publications and Media Releases

The grantee hereby agrees to provide required attribution to USAID funding or any publications and media materials produced under this grant,

Branding and Marking

Under the IRG/Engility all grants awarded include provisions requiring the Grantee to comply with the branding and marking requirements of USAID as defined by IRG/Engility. The requirements are as follows [adjust per contract]:

All project materials and communications will use full USAID branding and the USAID tagline “From the American People”

This activity is made possible by the support of the American people through the United States Agency for International Development (USAID). The contents are the sole responsibility of grantee and do not necessarily reflect the views of USAID or the United States Government.

If the Grantee does not comply with the branding and marking requirements of the grant award, IRG/Engility will take appropriate action, up to and including termination of the grant.

Controlling Language

English is the controlling language of this grant. If this award or any of its supporting documents are provided in a foreign language, the English language version is the controlling version.

Proprietary Rights

All materials produced under the terms of this agreement—written, graphic, film, magnetic tape, or otherwise—shall remain the property of the Grantee. The Grantee, IRG/Engility and USAID retain rights to publish or disseminate in all languages reports arising from such materials, unless otherwise specified in this agreement. The rights and duties provided for in this paragraph shall continue, notwithstanding the termination of the contract or the execution of its other provisions.

Sub-Agreements

No lower tier sub-agreements are permitted under the terms of this award.

Indemnification

Grantee agrees to indemnify, defend and hold IRG/Engility, its affiliates and their respective officers, directors, employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys’ fees, court costs and out-of-pocket expenses), suffered or incurred by IRG/Engility or any of the foregoing persons that arise from or may be attributable to:

- a breach of any obligation, representation, or warranty of Grantee hereunder, or
- Errors, omissions, or fault of Grantee in the performance or services pursuant to the Agreement. Grantee’s obligation under this paragraph will survive cancellation, expiration or termination of this Agreement by either party for any reason.

IRG/Engility hereby agrees to indemnify, defend and hold Grantee harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys’ fees, court costs and out-of-pocket expenses), suffered or incurred by Grantee in connection with the performance of the Agreement to the extent arising out of the use or the reliance upon any information, documents, representations, reports or data furnished or prepared by IRG/Engility for their use in connection with the performance of services pursuant to the Agreement. IRG/Engility’s obligation under this paragraph will survive cancellation, expiration, or termination of this Agreement by either party for any reason.

Liability:

IRG/Engility does not assume liability for any third party claims for damages arising out of this grant.

Modification

Modification of this Grant Agreement requires the mutual written endorsement of Grantee and IRG/Engility in the form of a Grant Agreement Modification Notice provided in Annex 7.

Types of Modifications:

- a) **Grant Agreement No-Cost Modification:** A written modification will be issued when there is a need for material alteration of a programmatic aspect of an agreement and when there is no impact on cost. An illustrative example would be when the achievement of the grant objective is in jeopardy, and as a result of joint discussions a curative plan is developed to put the activity back on track. That curative plan would be sanctioned by issuance of the notice. Another example would be a modification to the beginning or completion dates of the grant to provide an extension in the event that unforeseen circumstances outside the control of the Grantee impede the Grantee's ability to meet the implementation plan timeline.
- b) **Grant Agreement Cost Modification:** All modifications—technical or otherwise—that increase the total funding value of a grant must be approved by the Grants Committee. All requests for a cost modification must be processed in accordance with the following criteria:
 - Cost modifications will only be considered to address compelling, extreme circumstances that jeopardize the achievement of a grant objective(s).
 - Poor planning on behalf of the grantee is not an acceptable rationale for requesting a cost modification.
 - All cost modifications must be supported by a revised financial plan that details the original approved line items, the revised line items, and expenditures to date. Revised financial plans will be analyzed for soundness and completeness, and with respect to the allowability of expenditures to date.
 - A cost increase must always be driven by a revised implementation plan—not vice versa.
- c) **Budget Realignment:** All modifications that result in a 15-percent or greater budget realignment require the prior written approval of the Grants Committee.
- d) **Other Modifications:** Other types of modifications may be issued with the approval of the Grants Committee.

Disputes, Termination and Suspension

- j) IRG/Engility's Chief of Party and/or IRG/Engility may terminate this award at any time, in whole or in part, upon written notice to the Grantee, whenever it is determined that the Grantee has materially failed to comply with the terms and conditions of the award.
- k) This award may be terminated at any time, in whole or in part, by IRG/Engility with the consent of the Grantee. 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 IRG/Engility to the Grantee
- l) This award may be terminated at any time in whole or in part by the Grantee upon sending written notification to IRG/Engility 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 IRG/Engility 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, IRG/Engility may terminate the award in its entirety in accordance with paragraphs a or b above.
- m) 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 directly or through IRG/Engility, following notice to the Grantee, suspend or terminate this award in whole or part and

prohibit the Grantee 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, directly or through IRG/Engility, may terminate this award on written notice to the Grantee and cancel that portion of this award which has not been irrevocably committed to third parties.

- n) IRG/Engility and USAID reserve the right to terminate in whole or in part, or suspend payments, should the Grantee become insolvent during performance of the grant.
- o) IRG/Engility and USAID reserve the right to terminate this Agreement or take other appropriate measures if the Grantee or a key individual of the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
- p) Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the Grantee shall take immediate action to minimize all expenditures financed by this award. The Grantee shall not incur costs after the effective date of termination. Any costs incurred after the effective date of termination will not be reimbursed.
- q) Any dispute under or relating to this grant agreement shall be resolved by IRG/Engility/Agreement Officer, and the Grantee or its authorized representative.
- r) Any controversy or claim arising out of or relating to this Grant, or the breach thereof, shall be settled by arbitration in District of Columbia, U.S.A. administered by the American Arbitration Association if filed by IRG/Engility and in Country if filed by Grantee and judgment on the award rendered by the arbitrator(s) shall be final and binding on the parties and may be entered in any court having jurisdiction thereof. During the pendency of any controversy or claim hereunder, the Grantee shall proceed diligently with the performance of the Grant, and in accordance with the terms and conditions of this Grant.

Responsibility

The grantee has full responsibility for the conduct of the project or activity supported under the award and for adherence to the award conditions. Although the grantee is encouraged to seek the advice and opinion of the IRG/Engility Grants Manager on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound technical and administrative judgments and should not imply that the responsibility for operating decisions has shifted to IRG/Engility. The Grantee is responsible for notifying IRG/Engility about any significant problems relating to the administrative, technical, or financial aspects of the award. Any changes to the Grantee's organizational or contact information (officers, address, phone number, etc.) shall be conveyed to IRG/Engility in writing prior to becoming effective or as soon as reasonably feasible thereafter. No changes or modifications to this agreement will be made effective until approved in writing by the Grantee and IRG/Engility by amendment to the agreement.

ANNEX 1: GRANT ACTIVITY DESCRIPTION

NB: This format is OTI-specific and should be adapted to suit the individual needs of the project.

IRG/Engility awards the following Simplified Grant, based on the application received in writing from the Grantee on «*Start_Date*» and revised on «*Start_Date*» entitled “«*grant_title*»,” which describes the activities to be developed by the project using grant funds. The application is considered to be an integral part of this Agreement, with the same approach and force that it would have if the complete text were included.

Project Description/Purpose of Agreement:

«*Background*»

Project Justification:

«*Activity_Summary_and_Justification*»

Description of Project Objective(s):

«*Activity_Objectives*»

Products or Services Required to Achieve the Project Objective(s):

«*BudgetTable*»

«*Awardee_Reporting_and_Deliverables*»

ANNEX 2: GRANT BUDGET ESTIMATE

[Insert **detailed** budget estimate here, after it has been carefully reviewed/negotiated for realism, reasonability and allowability for implementing the activity described in Annex 1]

Please note that the following costs are ineligible for reimbursement under this grant:

- Any costs incurred before or after the Grant Period of Performance
- Any purchases that are not necessary to execute the grant activity, including any grantee headquarter expenses that are not directly linked to the implementation of the proposed project;
- Profit or fee;
- Indirect costs;
- Fine, penalties, previous obligations or bad debt;
- Activities that contribute to the destruction, deterioration, or the degradation of natural resources and/or environment;
- Illegal activities as defined by the host country and/or USAID;
- Subsidies to organizations that are not legally recognized;
- Ceremonies, celebrations, parties, gifts or gratuities;
- Purchase of equipment costing more than \$5,000 per item;
- Purchases of goods or services restricted or prohibited under U.S. Government source/origin regulations,
- Military equipment, police equipment, surveillance equipment, abortion equipment and services, gambling equipment, climate modifier equipment.

Restricted purchases subject to special approval include: agricultural products, motorized vehicles, pharmaceutical products, used equipment, North American surplus equipment, and fertilizer. Grantee must obtain advance written approval from IRG/Engility prior to purchasing any restricted items.

FIXED OBLIGATION GRANT AGREEMENT

Between

The USAID Climate Change Resilient Development (CCRD) Project implemented by International Resources Group (IRG), a wholly-owned subsidiary of Engility Corporation

And

«Grantee»

Grant Agreement Number: **«Grant_Number»**

“«grant_title”

International Resources Group (hereafter referred to as “IRG/Engility”) has reviewed your application dated «Date_Received» and we are pleased to inform you that «Grantee» (hereafter referred to as “the Grantee”) has been selected to receive a fixed obligation grant award not to exceed «Grant_Amount» in support of the activity listed above.

For International Resources Group:

Name: <<COP Name>>
Title: Chief of Party

Date: «Sign_Date»

Please sign below to acknowledge your receipt and acceptance of this grant

As a legally authorized representative of the recipient named below, I certify acceptance of this grant; agreement to all Terms and Conditions listed in the following pages of this grant agreement; and completion of all certifications and forms in Annex 3 of this grant agreement.

For «Grantee»:

Name: «GranteeContact»
Title: «Title»

Date: «Sign_Date»

SUMMARY SHEET and LISTING OF ANNEXES

SUMMARY SHEET

Grant Total: *«Grant_Amount»*

Grant Agreement Number: *«Grant_Number» «grant_title»*

Grant Period of Performance: START – END

IRG/Engility Contract /TO Name: Name

IRG/Engility Contract /TO Number: Number

Grantee Representative Official: Name
Title

Grantee Address: Street
City

Grantee Phone: Number

Grantee Email: Email Address

IRG/Engility Representative Official: Name
Chief of Party

IRG/Engility Address: Street
City

IRG/Engility Technical Contact: Name
Grant Manager
Email
Phone

LISTING OF ANNEXES

- Annex 1. Grant Activity Description
- Annex 2.a. Grant Budget (Fixed Obligation)
- Annex 2.b. Benchmark Payment Schedule
- Annex 3.a. Required Certifications and Due Diligence Forms
- Annex 3.b.
- Annex 4. Payment Request Form
- Annex 5. Required Report Formats (if applicable)
- Annex 6. Grant Completion Certificate
- Annex 7. Grant Agreement Modification Template

Terms and Conditions

By accepting this grant, the Grantee agrees to the following Terms and Conditions:

Grant Amount, Payments, and Audits

- i) Based on the budget attached in Annex 2.a., the total fixed obligation amount of this grant is «Grant Amount»
- j) The Grantee will be paid *fixed* amounts associated with the certified accomplishment of specific grant activity benchmarks. The benchmarks and payment schedule is provided in Annex 2.b.
- k) Requests for payment shall be made to the IRG/Engility Grants Manager upon the completion of each benchmark. The Grantee must fill out a Payment Request Form and send it to IRG/Engility using the payment format provided in Annex 4. Payments will be issued by IRG/Engility directly to the Grantee's bank account within 30 calendar days following approval of reimbursement requests. Payments will be made in the currency of the country in which the Grantee is based.
- l) IRG/Engility retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of the recipient regardless of the audit requirement. The Grantee shall afford authorized representatives of IRG/Engility the opportunity at all reasonable times to audit or inspect activities financed under the Agreement, the utilization of goods and services financed by IRG/Engility, and books, records and other documents relating to the Agreement.

It is the Grantee's responsibility to ensure that costs incurred are in accordance with the following set of Cost Principles. Costs should be:

- Reasonable. Means those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.
- Allocable Costs. Means those costs which are incurred specifically for the award.
- Allowable Costs. Means those costs which conform to any limitations in the award.

The Grantee must keep original receipts and complete records of all costs charged to the grant for a period of three years after the expiration of the grant and make such records available in case of audit or at the request of IRG/Engility, USAID, or local [nationality] authorities.) The records include receipts, time sheets, invoices, plane tickets, payment reports. Records must be kept that demonstrate that all purchases made with this grant have been made at reasonable prices and from reliable sources.

Please note:

- No single item having a useful life over one year and an acquisition cost of \$5,000 or more shall be purchased, and the Grantee will not purchase any goods or services, except as authorized pursuant to 22 CFR 228 or ADS 310 or any applicable waivers.
- The Authorized Geographic Code for this grant is 935. Please see Part M.8 of <http://transition.usaid.gov/policy/ads/300/303maa.pdf> for details concerning what items may be purchased.
- Grantee must secure prior written approval for any international travel associated with the grant, and any international travel must comply with the Fly America Act travel regulations. Please see Part M. 17 of <http://transition.usaid.gov/policy/ads/300/303maa.pdf> for details.

- m) At the request of IRG/Engility, Grantee will return to IRG/Engility any of the funds received, which have been used for any questionable or unallowable expenses, as determined by IRG/Engility, which do not comply with the terms and conditions of this grant.

Certifications and Due Diligence

Grant award is contingent upon Grantee completing all certifications and due diligence forms in Annex 3.a. and being found to be fully eligible to receive a USAID grant. IRG/Engility cannot sign the grant award without having these completed forms on file and having reached a conclusion of eligibility based on due diligence review and review of US Government Excluded Parties Lists.

Grantee agrees to sign Completion Certification in Annex 6 within 15 days after the completion of the last grant activity.

Monitoring and Evaluation

Grantee agrees to collaborate with IRG/Engility to establish grant monitoring and evaluation standards for IRG/Engility activities.

Site Visitations

Grantee agrees to facilitate and assist with any grant activity site visit requested by IRG/Engility's Grants Manager or designee. Site visits are an important part of effective award management. Site visits by the Grant Manager are encouraged, since they can often be a more effective review of the project as it is implemented. A brief report highlighting the findings of these visits will be filed. A copy of each report shall be placed in the official grant file.

Conflict of Interest

All project personnel (including Grantees, IRG/Engility staff, consultants, suppliers, and/or USAID staff) that participate in a grant should be free of any real or apparent conflict of interest. Conflict of interest is defined as follows:

Financial Interests in Other Businesses. If Grantee personnel is involved with or about to become involved with a decision relating to a supplier or customer; or if Grantee personnel is involved in a competition with another organization, the employee must immediately disclose to the Chief of Party any significant direct financial interest in that current or potential supplier, customer or competitor.

Relationships. Any Grantee personnel involved in a procurement activity who has a spouse, child, parent, in-law, close friend, or someone else with whom he/she has a close relationship who works for a vendor, subcontractor, customer or competitor should disclose the situation to the IRG/Engility Chief of Party immediately.

Publications and Media Releases

The grantee hereby agrees to provide required attribution to USAID funding or any publications and media materials produced under this grant,

Branding and Marking

Under the IRG/Engility all grants awarded include provisions requiring the Grantee to comply with the branding and marking requirements of USAID as defined by IRG/Engility. The requirements are as follows [adjust per contract]:

All project materials and communications will use full USAID branding and the USAID tagline “From the American People”

This activity is made possible by the support of the American people through the United States Agency for International Development (USAID). The contents are the sole responsibility of grantee and do not necessarily reflect the views of USAID or the United States Government.

If the Grantee does not comply with the branding and marking requirements of the grant award, IRG/Engility will take appropriate action, up to and including termination of the grant.

Controlling Language

English is the controlling language of this grant. If this award or any of its supporting documents are provided in a foreign language, the English language version is the controlling version.

Proprietary Rights

All materials produced under the terms of this agreement—written, graphic, film, magnetic tape, or otherwise—shall remain the property of the Grantee. The Grantee, IRG/Engility and USAID retain rights to publish or disseminate in all languages reports arising from such materials, unless otherwise specified in this agreement. The rights and duties provided for in this paragraph shall continue, notwithstanding the termination of the contract or the execution of its other provisions.

Sub-Agreements

No lower tier sub-agreements are permitted under the terms of this award.

Indemnification

Grantee agrees to indemnify, defend and hold IRG/Engility, its affiliates and their respective officers, directors, employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys’ fees, court costs and out-of-pocket expenses), suffered or incurred by IRG/Engility or any of the foregoing persons that arise from or may be attributable to:

- a breach of any obligation, representation, or warranty of Grantee hereunder, or
- Errors, omissions, or fault of Grantee in the performance or services pursuant to the Agreement. Grantee’s obligation under this paragraph will survive cancellation, expiration or termination of this Agreement by either party for any reason.

IRG/Engility hereby agrees to indemnify, defend and hold Grantee harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys’ fees, court costs and out-of-pocket expenses), suffered or incurred by Grantee in connection with the performance of the Agreement to the extent arising out of the use or the reliance upon any information, documents, representations, reports or data furnished or prepared by IRG/Engility for their use in connection with the performance of services pursuant to the Agreement. IRG/Engility’s obligation under this paragraph will survive cancellation, expiration, or termination of this Agreement by either party for any reason.

Liability:

IRG/Engility does not assume liability for any third party claims for damages arising out of this grant.

Modification

Modification of this Grant Agreement requires the mutual written endorsement of Grantee and IRG/Engility in the form of a Grant Agreement Modification Notice provided in Annex 7.

Types of Modifications:

- e) **Grant Agreement No-Cost Modification:** A written modification will be issued when there is a need for material alteration of a programmatic aspect of an agreement and when there is no impact on cost. An illustrative example would be when the achievement of the grant objective is in jeopardy, and as a result of joint discussions a curative plan is developed to put the activity back on track. That curative plan would be sanctioned by issuance of the notice. Another example would be a modification to the beginning or completion dates of the grant to provide an extension in the event that unforeseen circumstances outside the control of the Grantee impede the Grantee's ability to meet the implementation plan timeline.
- f) **Grant Agreement Cost Modification:** This is a Fixed Obligation Grant, which means that the Grantee will be reimbursed the exact amount per benchmark indicated in Annex 2b. This amount will not change, regardless of whether actual costs to accomplish the benchmark are higher or lower than negotiated herein. The Grant Agreement Cost will *only* be modified if a particular benchmark is added or removed. If a benchmark is added, then the payment amount associated with that benchmark will be determined through the review and negotiation of a detailed budget for that benchmark. If a benchmark is removed, then the amount of the payment associated with that benchmark will be subtracted from the grant total.
- g) **Other Modifications:** Other types of modifications may be issued with the approval of the Grants Committee.

Disputes, Termination and Suspension

- s) IRG/Engility's Chief of Party and/or IRG/Engility may terminate this award at any time, in whole or in part, upon written notice to the Grantee, whenever it is determined that the Grantee has materially failed to comply with the terms and conditions of the award.
- t) This award may be terminated at any time, in whole or in part, by IRG/Engility with the consent of the Grantee. 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 IRG/Engility to the Grantee
- u) This award may be terminated at any time in whole or in part by the Grantee upon sending written notification to IRG/Engility 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 IRG/Engility 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, IRG/Engility may terminate the award in its entirety in accordance with paragraphs a or b above.
- v) 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 directly or through IRG/Engility, following notice to the Grantee, suspend or terminate this award in whole or part and prohibit the Grantee 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, directly or through IRG/Engility, may terminate this award on written notice to the Grantee and cancel that portion of this award which has not been irrevocably committed to third parties.
- w) IRG/Engility and USAID reserve the right to terminate in whole or in part, or suspend payments, should the Grantee become insolvent during performance of the grant.

- x) IRG/Engility and USAID reserve the right to terminate this Agreement or take other appropriate measures if the Grantee or a key individual of the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
- y) Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the Grantee shall take immediate action to minimize all expenditures financed by this award. The Grantee shall not incur costs after the effective date of termination. Any costs incurred after the effective date of termination will not be reimbursed.
- z) Any dispute under or relating to this grant agreement shall be resolved by IRG/Engility/Agreement Officer, and the Grantee or its authorized representative.
- aa) Any controversy or claim arising out of or relating to this Grant, or the breach thereof, shall be settled by arbitration in District of Columbia, U.S.A. administered by the American Arbitration Association if filed by IRG/Engility and in Country if filed by Grantee and judgment on the award rendered by the arbitrator(s) shall be final and binding on the parties and may be entered in any court having jurisdiction thereof. During the pendency of any controversy or claim hereunder, the Grantee shall proceed diligently with the performance of the Grant, and in accordance with the terms and conditions of this Grant.

Responsibility

The grantee has full responsibility for the conduct of the project or activity supported under the award and for adherence to the award conditions. Although the grantee is encouraged to seek the advice and opinion of the IRG/Engility Grants Manager on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound technical and administrative judgments and should not imply that the responsibility for operating decisions has shifted to IRG/Engility. The Grantee is responsible for notifying IRG/Engility about any significant problems relating to the administrative, technical, or financial aspects of the award. Any changes to the Grantee's organizational or contact information (officers, address, phone number, etc.) shall be conveyed to IRG/Engility in writing prior to becoming effective or as soon as reasonably feasible thereafter. No changes or modifications to this agreement will be made effective until approved in writing by the Grantee and IRG/Engility by amendment to the agreement.

ANNEX 1: GRANT ACTIVITY DESCRIPTION

NB: This format is OTI-specific and should be adapted to suit the individual needs of the project.

IRG/Engility awards the following Fixed Obligation Grant grant, based on the application received in writing from the Grantee on «*Start_Date*» and revised on «*Start_Date*» entitled “«*grant_title*»,” which describes the activities to be developed by the project using grant funds. The application is considered to be an integral part of this Agreement, with the same approach and force that it would have if the complete text were included.

Project Description/Purpose of Agreement:

«*Background*»

Project Justification:

«*Activity_Summary_and_Justification*»

Description of Project Objective(s):

«*Activity_Objectives*»

Project Benchmarks:

The Grantee will be paid a set amount upon programmatic accomplishment of the following identified and established grant benchmarks:

[Here please list the specific benchmarks (aka “deliverables” that the Grantee is expected to accomplish – these would be specific activities AND all reports required, an example is provided below, where a local NGO is awarded a grant to conduct a survey]

BENCHMARK I

Development of Survey Questions

Method of Verification of Accomplishment:

Payment upon Completion: (20% of total budget)

BENCHMARK II

Selection of Interviewees

Method of Verification of Accomplishment:

Payment upon Completion: (20% of total budget)

BENCHMARK III

Selection and Training of Interviewers

Method of Verification of Accomplishment:

Payment upon Completion: (20% of total budget)

BENCHMARK IV

Survey Conducted

Method of Verification of Accomplishment:

Payment upon Completion: (20% of total budget)

BENCHMARK V

Survey Analysis/Final Report - The grantee will present a Progress Report which must:

- (i) describe the goals and objectives of the project;
- (ii) describe the methodology of the survey;
- (iii) describe the results of the survey;
- (iv) identify any potential and existing problems and steps undertaken to resolve them;
- (iii) describe best practices and lessons learned;
- (iv) provide an addendum of success stories and digital photographs that can be shared with various stakeholders.

(20% of total budget)

ANNEX 2.a.: GRANT BUDGET

[Insert **detailed** Fixed Obligation budget here, after it has been carefully reviewed/negotiated for realism, reasonability and allowability for implementing the activity described in Annex 1]

Please note that the following costs are ineligible for reimbursement under this grant:

- Any costs incurred before or after the Grant Period of Performance
- Any purchases that are not necessary to execute the grant activity, including any grantee headquarter expenses that are not directly linked to the implementation of the proposed project;
- Profit or fee;
- Indirect costs;
- Fine, penalties, previous obligations or bad debt;
- Activities that contribute to the destruction, deterioration, or the degradation of natural resources and/or environment;
- Illegal activities as defined by the host country and/or USAID;
- Subsidies to organizations that are not legally recognized;
- Ceremonies, celebrations, parties, gifts or gratuities;
- Purchase of equipment costing more than \$5,000 per item;
- Purchases of goods or services restricted or prohibited under U.S. Government source/origin regulations,
- Military equipment, police equipment, surveillance equipment, abortion equipment and services, gambling equipment, climate modifier equipment.

Restricted purchases subject to special approval include: agricultural products, motorized vehicles, pharmaceutical products, used equipment, North American surplus equipment, and fertilizer. Grantee must obtain advance written approval from IRG/Engility prior to purchasing any restricted items.

ANNEX 2.b.: BENCHMARK PAYMENT SCHEDULE

[Insert Benchmarks from Annex 1 here, and associate local currency payment with each, as percentage of budget in 2.a. Continuing example from Annex 1, if budget in 2.a totals 250,000 in XYZ currency...

BENCHMARK I

Development of Survey Questions

Payment upon Completion: (20% of total budget = **XYZ 50,000**)

BENCHMARK II

Selection of Interviewees

Payment upon Completion: (20% of total budget = **XYZ 50,000**)

BENCHMARK III

Selection and Training of Interviewers

Payment upon Completion: (20% of total budget = **XYZ 50,000**)

BENCHMARK IV

Survey Conducted

Payment upon Completion: (20% of total budget = **XYZ 50,000**)

BENCHMARK V

Survey Analysis/Final Report - The grantee will present a Progress Report which must:

- (i) describe the goals and objectives of the project;
- (ii) describe the methodology of the survey;
- (iii) describe the results of the survey;
- (iv) identify any potential and existing problems and steps undertaken to resolve them;
- (iii) describe best practices and lessons learned;
- (iv) provide an addendum of success stories and digital photographs that can be shared with various stakeholders.

Payment upon Completion: (20% of total budget = **XYZ 50,000**)

STANDARD GRANT AGREEMENT

Between

The USAID Climate Change Resilient Development (CCRD) Project implemented by International Resources Group (IRG), a wholly-owned subsidiary of Engility Corporation

And

«Grantee»

Grant Agreement Number: **«Grant_Number»**

“«grant_title»”

International Resources Group (hereafter referred to as “IRG”) has reviewed your application dated «Date_Received» and we are pleased to inform you that «Grantee» (hereafter referred to as “the Grantee”) has been selected to receive a grant award not to exceed «GrantAmount» in support of the activity listed above.

For International Resources Group:

Name: <<COP Name>>
Title: Chief of Party

Date: «Sign_Date»

Please sign below to acknowledge your receipt and acceptance of this grant

As a legally authorized representative of the recipient named below, I certify acceptance of this grant; agreement to all Terms and Conditions listed in the following pages of this grant agreement; compliance with the Standard Provisions provided in Annex 3.b. and completion of all certifications and forms in Annex 3.a. of this grant agreement.

For «Grantee»:

Name: «GranteeContact»
Title: «Title»

Date: «Sign_Date»

SUMMARY SHEET and LISTING OF ANNEXES

SUMMARY SHEET

Grant Budget Ceiling:	«Grant.Amount»
Grant Agreement Number:	«Grant_Number» «grant_title»
Grant Period of Performance:	START – END
IRG Contract /TO Name:	Name
IRG Contract /TO Number:	Number
Grantee Representative Official:	Name Title
Grantee Address:	Street City
Grantee Phone:	Number
Grantee Email:	Email Address
IRG Representative Official:	Name Chief of Party
IRG Address:	Street City
IRG Technical Contact:	Name Grant Manager Email Phone

LISTING OF ANNEXES

- Annex 1. Grant Activity Description
- Annex 2. Grant Budget Estimate
- Annex 3. Required Certifications and Due Diligence Forms
- Annex 4. Mandatory Standard Provisions and Required as Applicable Standard Provisions
- Annex 5. Branding Strategy and Marking Plan
- Annex 6. Payment Forms
 - a. Payment Request Form
 - b. Advance Request and Reconciliation Form
 - c. Request for Realignment of Grant Budget
- Annex 7. Required Report Formats
 - a. Progress Report Template

- b. Reporting on Payment of Foreign Taxes
- c. Final Report Template
- Annex 8. Grant Completion Certificate
- Annex 9. Grant Agreement Modification Template

Terms and Conditions

By accepting this grant, the Grantee agrees to the following Terms and Conditions:

Grant Amount, Payments, Advances, and Audits

- n) Based on the budget attached in Annex 2, the total estimated amount of this grant is «Grant Amount». *[Include, if cost share was required and has been negotiated:] We understand that the Grantee will contribute goods and services valued at approximately [insert amount].*
- o) Funds provided under this grant may only be utilized to reimburse Grantee for actual allowable incurred costs required to complete the grant activities described in Annex 1. No costs will be reimbursed that are incurred before or after the Grant Period of Performance indicated above. Grantee should alert the IRG Grants Manager for approval in advance of incurring any costs that exceed the approved amounts budgeted in Annex 2.
- p) Payments may be made by reimbursement or through advances/liquidations:
 - a. Payment via Expense Reimbursement. Grantee may request reimbursement of costs by submitting a Payment Request Form and attaching receipts. Requests for reimbursement shall be made to the IRG Grants Manager on a monthly basis, along with the Grant Progress Report and Financial Report. The Grantee must fill out a Payment Request Form and send it to IRG using the payment format provided in Annex 6.a., The Grantee must attach copies of receipts to support all costs to be reimbursed. Receipts should contain the following information:
 - Name, address, and telephone number of Vendor
 - Name of individual incurring the cost
 - What the payment is for
 - Amount
 - Date/Dates the cost was incurredIRG will not make payments without receipts and without the correctly filled in Payment Request form and the corresponding Grant Progress Report. Payments will be issued by IRG directly to the Grantee's bank account within 30 calendar days following approval of reimbursement requests. Payments will be made in the currency of the country in which the Grantee is based.
 - b. Alternatively, Grantee may request advances to cover anticipated costs. The standard grant format allows, under certain conditions, for advances and requires detailed monitoring of actual costs incurred. As part of financial reporting, all receipts and invoices must be submitted to IRG to reconcile advances. Under these procedures, successful organizations must demonstrate sufficient financial and management responsibility before IRG can issue advances. Other guiding principles concerning advances include:
 - Funds shall not be commingled with other grantee-owned or controlled funds. The grantee should establish a dedicated bank account prior to disbursement of any grant funds.

- Grantees should liquidate any prior advances before new advances are released; and
- Advances shall be limited to the minimum amounts needed to meet current disbursement needs and only if a pre-award determination of responsibility has been made.
- In no case will the grantee be reimbursed for greater than 90% of the total grant amount prior to submission of final financial and program closeout reports. The schedule of disbursements will be subject to negotiation with the grantee and will be related to the requirements of the grant activities and the type of grant in question.

Fifteen days prior to the beginning of the month in which the advance of funds is required, the Grantee will submit to the IRG Grants Manager an Advance Request and Reconciliation Worksheet (template in Annex 6.b). The Advance Request will be submitted with the Financial Report and shall include monthly budget projections for each month in the quarter with a detailed budget attached. The Grants Manager will determine whether the Beneficiary is entitled to receive the requested advance. Authorization will normally be granted if Financial and Progress Reports for the preceding periods have been approved, and if the Grantee is demonstrating a) effective control over and accountability for all funds, property, and other assets and b) progress towards achieving targeted grant benchmarks. Reconciliation of advances will be based on Grantee's submission of receipts for all costs incurred. Receipts should contain the following information:

- Name, address, and telephone number of Vendor
- Name of individual incurring the cost
- What the payment is for
- Amount
- Date/Dates the cost was incurred

Please note that advances are not guaranteed under this grant. In the event that IRG does not authorize an advance, whether for incompleteness of the request, failure to meet benchmarks, or for another reason, a letter to the Grantee will be written by the Grants Manager which will explain the reason why the Advance has not been authorized.

- q) Cost Sharing. The Grantee will make a counterpart contribution of not less than {insert} of the total project budget. For more details, refer to Standard Provision, "Cost Sharing/Matching" in Annex 4.
- r) IRG retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of the recipient regardless of the audit requirement. The Grantee shall afford authorized representatives of IRG the opportunity at all reasonable times to audit or inspect activities financed under the Agreement, the utilization of goods and services financed by IRG, and books, records and other documents relating to the Agreement.

It is the Grantee's responsibility to ensure that costs incurred are in accordance with the following set of Cost Principles. Costs should be:

- Reasonable. Means those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.
- Allocable Costs. Means those costs which are incurred specifically for the award.

- Allowable Costs. Means those costs which conform to any limitations in the award.

The Grantee must keep original receipts and complete records of all costs charged to the grant for a period of three years after the expiration of the grant and make such records available in case of audit or at the request of IRG, USAID, or local [nationality] authorities.) The records include receipts, time sheets, invoices, plane tickets, payment reports. Records must be kept that demonstrate that all purchases made with this grant have been made at reasonable prices and from reliable sources.

Please note:

- When items are purchased under this grant agreement, the appropriate documentation must be kept on file to justify the purchase, together with a comparative table and 3 quotations. For construction or other services contracts the publication and bidding processes for the contract(s) must be presented. If it is not possible to obtain 3 quotations (e.g. if only one or two suppliers exist) the justification should be presented in writing. For items costing more than US \$3,000 three price quotations must be presented, shown on a comparative table and selecting the best option based on price and quality.
 - No single item having a useful life over one year and an acquisition cost of \$5,000 or more shall be purchased, and the Grantee will not purchase any goods or services, except as authorized pursuant to 22 CFR 228 or ADS 310 or any applicable waivers.
 - The Authorized Geographic Code for this grant is 935. Please see Part M.8 of <http://transition.usaid.gov/policy/ads/300/303maa.pdf> for details concerning what items may be purchased.
 - Grantee must secure prior written approval for any international travel costs, and any international travel must comply with the Fly America Act travel regulations. Please see Part M. 17 of <http://transition.usaid.gov/policy/ads/300/303maa.pdf> for details.
- s) At the request of IRG, Grantee will return to IRG any of the funds received, which have been used for any questionable or unallowable expenses, as determined by IRG, which do not comply with the terms and conditions of this grant.
- t) Grant budget reallocations must have prior approval from the IRG Grants Manager before they can be implemented. See Annex 6.c. for request form.
- u) At the end of the Grant Period of Performance, the Grantee must certify in writing to the IRG Grants Manager that he/she has completed the activity provided in Annex 1. If the Grantee cannot certify this, the IRG Grants Manager may require the Grantee to make appropriate reimbursements.

Reporting Requirements

The following reports are required under this grant. All reports should be sent electronically to [name], [title], [email address]

- c) Progress Reports:
The grantee will submit a Progress Report, using the format provided in Annex 7.a., at the end of each month which must:
- Compare actual results for the period with the activities, goals and objectives of the project;
 - Identify any potential and existing problems; and,

- Describe the activities planned for the following period
- Summary financial information

Monthly submission of Grant Progress Report is required to receive payment.

d) Reporting on Payment of Foreign Taxes

Please see Grantee reporting requirements in Annex 7.b.

e) Final Report:

The Grantee will submit a Final Report, using the format provided in Annex 7.c, within 15 days after the completion of the last grant activity. The final report will compare the actual results with the activities, goals, and objectives of the original project for which the grant is awarded, stipulating the number of beneficiaries; identify any potential and existing problems and steps undertaken to resolve them; assess the impact of this activity against program objectives; describe major success stories, best practices, and lessons learned; identify any technical support received from other organizations (this should include information about possible additional financial support from other donors); and include an addendum of success stories and digital photographs of the grant activity.

Certifications and Due Diligence

Grant award is contingent upon Grantee completing all certifications and due diligence forms in Annex 3 and being found to be fully eligible to receive a USAID grant. IRG cannot sign the grant award without having these completed forms on file and having reached a conclusion of eligibility based on due diligence review and review of US Government Excluded Parties Lists.

Grantee agrees to sign Completion Certification in Annex 8 within 15 days after the completion of the last grant activity.

Monitoring and Evaluation

Grantee agrees to collaborate with IRG to establish grant monitoring and evaluation standards for IRG activities.

Site Visitations

Grantee agrees to facilitate and assist with any grant activity site visit requested by IRG’s Grants Manager or designee. Site visits are an important part of effective award management. Site visits by the Grant Manager are encouraged, since they can often be a more effective review of the project as it is implemented. A brief report highlighting the findings of these visits will be filed. A copy of each report shall be placed in the official grant file.

Conflict of Interest

All project personnel (including Grantees, IRG staff, consultants, suppliers, and/or USAID staff) that participate in a grant should be free of any real or apparent conflict of interest. Conflict of interest is defined as follows:

Financial Interests in Other Businesses. If Grantee personnel is involved with or about to become involved with a decision relating to a supplier or customer; or if Grantee personnel is involved in a competition with another organization, the employee must immediately disclose to the Chief of Party any significant direct financial interest in that current or potential supplier, customer or competitor.

Relationships. Any Grantee personnel involved in a procurement activity who has a spouse, child, parent, in-law, close friend, or someone else with whom he/she has a close relationship who works for a vendor, subcontractor, customer or competitor should disclose the situation to the IRG Chief of Party immediately.

Publications and Media Releases

The grantee hereby agrees to provide required attribution to USAID funding or any publications and media materials produced under this grant,

Branding and Marking

Under the IRG all grants awarded include provisions requiring the Grantee to comply with the branding and marking requirements of USAID as defined by IRG. The requirements are detailed in Annex 5

If the Grantee does not comply with the branding and marking requirements of the grant award, IRG will take appropriate action, up to and including termination of the grant.

Controlling Language

English is the controlling language of this grant. If this award or any of its supporting documents are provided in a foreign language, the English language version is the controlling version.

Proprietary Rights

All materials produced under the terms of this agreement—written, graphic, film, magnetic tape, or otherwise—shall remain the property of the Grantee. The Grantee, IRG and USAID retain rights to publish or disseminate in all languages reports arising from such materials, unless otherwise specified in this agreement. The rights and duties provided for in this paragraph shall continue, notwithstanding the termination of the contract or the execution of its other provisions.

Sub-Agreements

No lower tier sub-agreements are permitted under the terms of this award.

Indemnification

Grantee agrees to indemnify, defend and hold IRG, its affiliates and their respective officers, directors, employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses), suffered or incurred by IRG or any of the foregoing persons that arise from or may be attributable to:

- a breach of any obligation, representation, or warranty of Grantee hereunder, or
- Errors, omissions, or fault of Grantee in the performance or services pursuant to the Agreement. Grantee's obligation under this paragraph will survive cancellation, expiration or termination of this Agreement by either party for any reason.

IRG hereby agrees to indemnify, defend and hold Grantee harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses), suffered or incurred by Grantee in connection with the performance of the Agreement to the extent arising out of the use or the reliance upon any information, documents, representations, reports or data furnished or prepared by IRG for their use in connection with the performance of services pursuant to the Agreement. IRG's obligation under this paragraph will survive cancellation, expiration, or termination of this Agreement by either party for any reason.

Liability:

IRG does not assume liability for any third party claims for damages arising out of this grant.

Modification

Modification of this Grant Agreement requires the mutual written endorsement of Grantee and IRG in the form of a Grant Agreement Modification Notice provided in Annex 9.

Types of Modifications:

- h) **Grant Agreement No-Cost Modification:** A written modification will be issued when there is a need for material alteration of a programmatic aspect of an agreement and when there is no impact on cost. An illustrative example would be when the achievement of the grant objective is in jeopardy, and as a result of joint discussions a curative plan is developed to put the activity back on track. That curative plan would be sanctioned by issuance of the notice. Another example would be a modification to the beginning or completion dates of the grant to provide an extension in the event that unforeseen circumstances outside the control of the Grantee impede the Grantee's ability to meet the implementation plan timeline.
- i) **Grant Agreement Cost Modification:** All modifications—technical or otherwise—that increase the total funding value of a grant must be approved by the Grants Committee. All requests for a cost modification must be processed in accordance with the following criteria:
 - Cost modifications will only be considered to address compelling, extreme circumstances that jeopardize the achievement of a grant objective(s).
 - Poor planning on behalf of the grantee is not an acceptable rationale for requesting a cost modification.
 - All cost modifications must be supported by a revised financial plan that details the original approved line items, the revised line items, and expenditures to date. Revised financial plans will be analyzed for soundness and completeness, and with respect to the allowability of expenditures to date.
 - A cost increase must always be driven by a revised implementation plan—not vice versa.
- j) **Budget Realignment:** All modifications that result in a 15-percent or greater budget realignment require the prior written approval of the Grants Committee.
- k) **Other Modifications:** Other types of modifications may be issued with the approval of the Grants Committee.

Disputes, Termination and Suspension

- bb) IRG's Chief of Party and/or IRG may terminate this award at any time, in whole or in part, upon written notice to the Grantee, whenever it is determined that the Grantee has materially failed to comply with the terms and conditions of the award.
- cc) This award may be terminated at any time, in whole or in part, by IRG with the consent of the Grantee. 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 IRG to the Grantee
- dd) This award may be terminated at any time in whole or in part by the Grantee upon sending written notification to IRG 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 IRG 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, IRG may terminate the award in its entirety in accordance with paragraphs a or b above.

- ee) 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 directly or through IRG, following notice to the Grantee, suspend or terminate this award in whole or part and prohibit the Grantee 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, directly or through IRG, may terminate this award on written notice to the Grantee and cancel that portion of this award which has not been irrevocably committed to third parties.
- ff) IRG and USAID reserve the right to terminate in whole or in part, or suspend payments, should the Grantee become insolvent during performance of the grant.
- gg) IRG and USAID reserve the right to terminate this Agreement or take other appropriate measures if the Grantee or a key individual of the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
- hh) Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the Grantee shall take immediate action to minimize all expenditures financed by this award. The Grantee shall not incur costs after the effective date of termination. Any costs incurred after the effective date of termination will not be reimbursed.
- ii) Any dispute under or relating to this grant agreement shall be resolved by IRG/Agreement Officer, and the Grantee or its authorized representative.
- jj) Any controversy or claim arising out of or relating to this Grant, or the breach thereof, shall be settled by arbitration in District of Columbia, U.S.A. administered by the American Arbitration Association if filed by IRG and in Country if filed by Grantee and judgment on the award rendered by the arbitrator(s) shall be final and binding on the parties and may be entered in any court having jurisdiction thereof. During the pendency of any controversy or claim hereunder, the Grantee shall proceed diligently with the performance of the Grant, and in accordance with the terms and conditions of this Grant.

Responsibility

The grantee has full responsibility for the conduct of the project or activity supported under the award and for adherence to the award conditions. Although the grantee is encouraged to seek the advice and opinion of the IRG Grants Manager on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound technical and administrative judgments and should not imply that the responsibility for operating decisions has shifted to IRG. The Grantee is responsible for notifying IRG about any significant problems relating to the administrative, technical, or financial aspects of the award. Any changes to the Grantee's organizational or contact information (officers, address, phone number, etc.) shall be conveyed to IRG in writing prior to becoming effective or as soon as reasonably feasible thereafter. No changes or modifications to this agreement will be made effective until approved in writing by the Grantee and IRG by amendment to the agreement.

ANNEX 1: GRANT ACTIVITY DESCRIPTION

NB: This format is OTI-specific and should be adapted to suit the individual needs of the project.

IRG awards the following Standard Grant, based on the application received in writing from the Grantee on «*Start_Date*» and revised on «*Start_Date*» entitled “«*grant_title*»,” which describes the activities to be developed by the project using grant funds. The application is considered to be an integral part of this Agreement, with the same approach and force that it would have if the complete text were included.

Project Description/Purpose of Agreement:

«*Background*»

Project Justification:

«*Activity_Summary_and_Justification*»

Description of Project Objective(s):

«*Activity_Objectives*»

Products or Services Required to Achieve the Project Objective(s):

«*BudgetTable*»

«*Awardee_Reporting_and_Deliverables*»

ANNEX 2: GRANT BUDGET ESTIMATE

[Insert **detailed** budget estimate here, after it has been carefully reviewed/negotiated for realism, reasonability and allowability for implementing the activity described in Annex 1]

Please note that the following costs are ineligible for reimbursement under this grant:

- Any costs incurred before or after the Grant Period of Performance
- Any purchases that are not necessary to execute the grant activity, including any grantee headquarter expenses that are not directly linked to the implementation of the proposed project;
- Profit or fee;
- Fine, penalties, previous obligations or bad debt;
- Activities that contribute to the destruction, deterioration, or the degradation of natural resources and/or environment;
- Illegal activities as defined by the host country and/or USAID;
- Subsidies to organizations that are not legally recognized;
- Ceremonies, celebrations, parties, gifts or gratuities;
- Purchases of goods or services restricted or prohibited under U.S. Government source/origin regulations,
- Military equipment, police equipment, surveillance equipment, abortion equipment and services, gambling equipment, climate modifier equipment.

Restricted purchases subject to special approval include: agricultural products, motorized vehicles, pharmaceutical products, used equipment, North American surplus equipment, and fertilizer. Grantee must obtain advance written approval from IRG prior to purchasing any restricted items.

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