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USAID LOCAL GOVERNANCE PROJECT (LGP/NEXOS LOCALES) / NEXOS  
LOCALES

# GRANTS PROGRAM MANUAL AND IMPLEMENTATION PLAN

**REVISED MARCH 2015**

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

USAID LOCAL GOVERNANCE PROJECT (LGP/NEXOS LOCALES)/NEXOS LOCALES

# GRANTS PROGRAM MANUAL AND IMPLEMENTATION PLAN

<b>Project:</b>	<b>USAID Local Governance Project (LGP/NEXOS LOCALES)/NEXOS LOCALES</b>
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# ACRONYMS

ADS	Automated Directive System
APS	Annual Program Statement
AIDAR	Agency for International Development Acquisition Regulations
BMP	Best Management Practice
CFR	Code of Federal Regulations
CO	Contracting Officer
CBO	Community-Based Organization
COR	Contracting Officer's Representative (COR)
COP	Chief of Party
DAI	Development Alternatives, Inc.
DCOP	Deputy Chief of Party
DEC	Development Experience Clearinghouse
DUNS	Dun and Bradstreet Universal Numbering System
EO	Executive Order
ETD	Environmental Threshold Decision
FAA	Fixed Amount Award
FAR	Federal Acquisition Regulations
FOG	Fixed Obligation Grant
FtF	Feed the Future
GEC	Grant Evaluation Committee
GOG	Government of Guatemala
GIS	Geographical Information System
GM	Grants Manager
GUC	Grants under Contract
HCA	Head of the Contracting Activity
IEE	Initial Environmental Examination
IP	Implementing Partner
IR	Intermediate Result
LGP/NEXOS LOCALES	Local Governance Project
LGU	Local Government Unit
NGO	Non-Governmental Organization
MDG	Millennium Development Goal
OCI	Organizational Conflict of Interest
OFAC	Office of Foreign Assets Control
OMB	Office of Management and Budget
PVO	Private Volunteer Organization
REOI	Request for Expression of Interest
RFA	Request for Application
SAM	System for Award Management
SEC	Securities and Exchange Commission
SGP	Small Grant Program
SO	Strategic Objective
TAMIS	Technical and Administrative Management Information System
USAID	United States Agency for International Development
USD	United States Dollar
USG	United States Government

# I. PROJECT BACKGROUND

The *USAID Local Governance Project (LGP/NEXOS LOCALES)/NEXOS LOCALES* is a three year project with a two year Option Period (if exercised), and is funded by the United States Agency for International Development (USAID) and implemented by Development Alternatives, Inc. (DAI).

The goal of LGP/NEXOS LOCALES is to strengthen municipalities so they foster more responsive, inclusive, and effective socio-economic development while reducing local vulnerabilities such as food insecurity and natural disasters. The LPG will increase the capacity of local governments to raise revenue, respond to citizen concerns related to violence and security, food insecurity and global climate change as well as to manage public resources in a participatory and financially sound manner. The LGP/NEXOS LOCALES will also strengthen the capacity and systems of local governments to deliver basic services and development and implement security plans, strengthen the National Association of Municipalities (ANAM) and the Guatemalan Association of Indigenous Mayors and Authorities (AGAAI); and strengthen civil society participation in decision-making via the Development Council System.

LGP/NEXOS LOCALES will strategically focus the majority of its programming in the Western Highlands to achieve improved results as part of an integrated development model in Guatemala's region of greatest need.

LGP/NEXOS LOCALES program activities will achieve six overarching results. They include:

- **Result #01** – Sound public financial systems in place in order to promote transparency and permit participation by citizens in decision-making.
- **Result #02** – Strengthen civil society participation in social accountability processes.
- **Result #03** – Increased quality of potable water in thirty (30) Feed-the-Future (FtF) municipalities.
- **Result #04** – Local Development Plans established and implemented in order to improve food security and economic development.
- **Result#05** – Municipal Plans established to reduce climate change vulnerability and technical assistance provided for implementation of plans.
- **Result #06** – Capacity increased for the National Association of Municipalities (ANAM) and/or the Guatemalan Association of Indigenous Mayors and Authorities (AGAAI) to support municipal development and replicate successful models nationwide, including municipal crime prevention plans.

All activities, including grant administration and implementation, will encourage, focus, and enforce important crosscutting themes including: 1) Gender and disadvantaged groups; 2) Youth; 3) Environment; 4) Feed-the-Future principles; and 5) participation of Small Business and Indigenous organizations.

## 2. GRANTS PROGRAM

### 2.1 GENERAL

As authorized in section H.23 of the prime contract, LGP/NEXOS LOCALES will implement a Grants Under Contract (GUC) program to allow flexibility to the Project in order to engage with CSOs, NGOs, and other non-profit organizations. The GUC mechanism will support local organizations in their efforts to support municipal governments and the sustainability of USAID's efforts in the Western Highlands of Guatemala.

The program will be administered in accordance with the conditions established in ADS 302.3.4.8 and award up to a maximum of \$2.4 million during the three year base period and \$1.4 million during the two year option period, for a total of up to \$3.8 million during the five-year period. These grants will be directly linked to and complement project objectives while building the institutional capacity of local organizations, although grantees do not have to be exclusively local. The grants will serve to respond to windows of opportunity and changing needs at the municipal level that are within the scope of work of this contract.

All grants must have a period of performance within the LGP/NEXOS LOCALES contract period of June 2014 through June 2017 (base period) and/or June 2017 through June 2019 (option period – if exercised), subject to USAID funding. Grants should be programmed to be completed at least three months prior to the LGP/NEXOS LOCALES contract completion date. The Contractor will administer the grants program in accordance with the requirements of ADS 303, 2 CFR 200, the provision of the LGP/NEXOS LOCALES Contract and applicable Federal law.

LGP/NEXOS LOCALES grant opportunities will be advertised using an APS, RFA, or REoI to ensure appropriate competition; however, grants may be awarded on both a solicited and unsolicited basis. Grants below \$150,000, of less than one year, do not require full and open competition. The policies and procedures contained in this Manual may be subject to change, based on LPG's written amendments to this manual, and approved by USAID. All grants are fully consistent with LGP/NEXOS LOCALES strategies and priorities and LGP/NEXOS LOCALES will strive to ensure adequate coordination with implementing partners and other donor-funded interventions to avoid duplication of effort and cost. LGP/NEXOS LOCALES will administer the grants program in close collaboration with the USAID COR.

### 2.2 KEY OBJECTIVES OF GRANTS PROGRAM

The Contractor (DAI) will award and administer a grants fund to be used strategically across all six IRs, and through their corresponding activity objectives.

### 2.3 GUIDING PRINCIPLES OF GRANTS PROGRAM

Grant-making under LGP/NEXOS LOCALES shall be based on the following principles:

- Eligible uses of grants shall be focused on LGP/NEXOS LOCALES priorities as will be identified in a participatory decision-making process with the engagement of CSOs, NGOs, local communities, and other non-profit organizations with common goals and objectives to LGP/NEXOS LOCALES;

- Maximize the use of Guatemalan organizations as the vehicles for policy analysis and dialogue, and to strengthen local NGOs, civil society organizations, and small business entities;
- Grants shall be evaluated and selected on the basis of their likelihood of producing the most visible and directly attributable results, their potential impact, and how sustainable those results are likely to be;
- Grants will contain significant cost share commitment in most, but not all cases;
- LGP/NEXOS LOCALES shall ensure transparency and public accountability in all steps of the grant-making process, including solicitation, selection, use of grant funds, and reporting on results. All grants shall use a transparent selection process, with clearly defined criteria, and will be approved by USAID. LGP/NEXOS LOCALES shall put in place clear procedures to avoid conflicts of interest, preferential treatment, and perception of bias and favoritism in grant decision-making processes.
- The total value of an individual grant to a U.S. organization must not exceed \$100,000. (This limitation does not apply to grant awards to non-U.S. organizations.)

## 2.4 ILLUSTRATIVE GRANT ACTIVITIES

A list of illustrative activities is provided below of the kinds of activities/organizations to be supported by LGP/NEXOS LOCALES grant funds:

DAI, in close collaboration with USAID, will assume a facilitative role on LGP/NEXOS LOCALES, engaging local partners closest to the development challenges in the Western Highlands through strategic grants to design and implement activities that address local needs while building their technical and management capacity. DAI will work *exclusively* with Guatemalan partners in order to put local institutions and organizations on the frontlines of implementation, thereby embracing existing capacity, building new capacity, and making LGP/NEXOS LOCALES activities inherently sustainable. LGP/NEXOS LOCALES will administer grants to CSOs with the objective of transforming them into vehicles for policy analysis and dialogue. Local CSOs will be tapped as partners by virtue of their role in convening other CSOs and leading participation in planning, local investment, local economic development, and social accountability processes as well as the capacity of their management systems to absorb grants funding. Working closely with USAID, LGP/NEXOS LOCALES will establish and consistently apply clear criteria for screening partners, including typical standards for monitoring and reporting. Through the Area Advisory Committees, we will identify two or more local partners per cluster that focus on municipal government administration, civic engagement, and relevant development themes (e.g., climate change vulnerability, project planning, investment mechanisms, food security, and potable water) to ensure that the perspectives of each are represented in activity design and implementation.

***Serving as a catalyst to promote productive relationships between local government and civil society.*** LGP/NEXOS LOCALES will serve as a facilitator of catalytic processes, building and strengthening connections between citizens and the groups that represent them as well as between citizen groups and local government. By connecting these groups, we will lay the

foundation for their continued collaboration beyond the life of the project and ensure the sustainability of LGP/NEXOS LOCALES results.

To introduce the grant fund and process in each municipality, LGP/NEXOS LOCALES staff will hold public meetings to explain the criteria for selecting grantees and the transparent process governing competition for grant awards. By focusing our resources on organizations that meet performance-based criteria, we will avoid the infighting that indiscriminate grant-making can cause. In addition to issuing formal requests for application, we may support ongoing activities that are closely aligned with LGP/NEXOS LOCALES's objectives through targeted small grants.

***Train citizens so they can analyze local authority budgets and public spending.*** Increasing citizen understanding of public finance is an important step toward strengthening participatory budgeting. LGP/NEXOS LOCALES will engage local CSOs through grants to work with municipal authorities to design and deliver training sessions on the Public Access to Information Law. Training materials will be translated into local languages so they are accessible to all groups in the Western Highlands.

***Build the capacity of CSOs to engage municipalities through COMUDES.*** Through grants with local organizations, LGP/NEXOS LOCALES will train CSOs in evidence-based advocacy. This training will focus on how to structure and articulate convincing arguments and demands to local government officials in a non-confrontational way. In addition, LGP/NEXOS LOCALES will support CSOs to form networks and build coalitions around issues of mutual interest, for example, working with a wide range of CSOs to identify a shared vision for their community, define local priorities for service delivery needs, and create an advocacy action plan. LGP/NEXOS LOCALES will require grantee applicants to include the names of potential partners. As a result of these LGP/NEXOS LOCALES interventions, CSOs will be more unified, more active in the COMUDES, and able to lobby government for reforms that are in the best interests of their communities writ large.

LGP/NEXOS LOCALES will identify a community group to serve as the project's key implementing partner for the community scorecard process in each municipality based on the organization's capacity, representativeness (marginalized groups—those who may have the most difficulty accessing the service—must be represented), and experience with the service or issue being addressed. We will award a performance-based grant to this organization to implement the remaining steps in the scorecard process.

***Provide technical assistance to the COCODEs through grants to CSOs.*** Many COCODEs do not represent the broad interests of their constituencies. In addition, they do not know how to prioritize community interests or advocate for those interests through existing channels, such as the COMUDES. Often, they prioritize and present infrastructure projects to the COMUDES for consideration, instead of projects that address the real needs of their constituents. Instead of providing COCODEs with services directly, the LGP/NEXOS LOCALES team will award performance-based grants to local, regional, and national CSOs that will, in turn, deliver technical assistance in participatory planning and prioritization, community outreach, and social accountability mechanisms to a select number of COCODEs. Given the number of COCODEs within the 30 municipalities covered by this project and LGP/NEXOS LOCALES's limited resources, we will choose a few COCODEs from each municipality with which to work in consultation with the COR.

**Build technical assistance of ANAM, AGAI, SEPREM and different institutions** that have a macro view of the environment of the intervention area and the objectives of the LGP/NEXOS LOCALES project. Grantees may include local universities and small private businesses so they can participate in assessing the needs of planning and local economic development, including, but not limited to, priorities of investments financed by different sources of funds.

**Provide technical assistance to municipalities to improve water service delivery.** Two key factors hinder municipalities' ability to deliver water services to all of their constituents: 1) poor prioritization and planning and 2) inadequate technical knowledge. LGP/NEXOS LOCALES will award performance-based grants to local, regional, and national CSOs to assist municipalities in the process of developing strategic business and investment plans for water service delivery. The plans will identify the most immediate necessary improvements, funding needs, and major stages for completion, and will identify additional technical assistance that may be needed to implement the plans in subsequent years.

**Build the capacity of the Municipal Women's Office to support the design and implementation of municipal plans to address food security and nutrition.** LGP/NEXOS LOCALES will award performance-based grants to support equipping offices, developing administrative procedures and manuals adapted to the specific needs of each office, and assistance in linking OMMs to Departmental Development Councils to enable these offices to more easily access funds for activities targeting women. Grants will also be awarded to implement courses for office staff that cover leadership and advocacy on food security and nutrition initiatives.

**Build the capacity of municipalities to assess vulnerabilities to climate change, prioritize climate adaptation measures, mobilize resources, and respond to emergencies.** In addition to the training sessions and information campaigns in Activity 5.1, LGP/NEXOS LOCALES will facilitate the provision of technical assistance to municipalities, tailored to the specific needs of each. Specific focus will be on activities that help build municipalities' capacity to assess climate change (for example, conducting climate vulnerability assessments), prioritize climate adaptation measures (including using scientific data in decision making), mobilize resources (for example, developing public-private partnerships with actors such as hydroelectric companies), and respond to emergencies (such as establishing early warning systems and training municipal staff on their use). Understanding that technical assistance is not always sufficient, we also will explore the possibility of providing select municipalities with grants to purchase hardware (computers) and develop software packages (early warning systems).

**Build citizen knowledge of climate stressors so they are better able to participate in the municipal planning.** LGP/NEXOS LOCALES will develop training modules that will include general information on climate change as it relates to the Western Highlands as well as specific information on mechanisms for engaging local government authorities on the issue. Through the grant fund, we will support local organizations to deliver the training to communities deemed the most vulnerable. We will explore engaging a local organization to develop multimedia communications campaigns, including community video, to broaden the reach of the training to more citizens. LGP/NEXOS LOCALES also will work with local organizations to help communities become better organized to respond to disasters and to practice public safety drills, which will improve their response time.

## 2.5 DEFINITION OF TERMS

The following definitions are provided to assist users in interpreting LGP/NEXOS LOCALES guidelines and regulations with regard to the administration and management of the grants program.

**LGP/NEXOS LOCALES Project.** LGP/NEXOS LOCALES project has a three-year base period and two, one-year option periods. The project is funded by USAID under the contract number AID-520-C-14-00002. The LGP/NEXOS LOCALES Project, as originally awarded, has been officially recognized through its approved branding and marking plan as the USAID Nexos Locales Project.

**USAID/Guatemala.** United States Agency for International Development in Guatemala (hereinafter referred to as “USAID”) provides funds for LGP/NEXOS LOCALES and approves the form and substance of this manual governing the grants program. USAID will provide technical oversight to grant activities and authorize approval for each grant issued. USAID will approve this Grants Manual and Implementation Plan.

**Development Alternatives Inc. (DAI) “The Contractor”.** The firm that holds the prime contract with USAID for the LGP/NEXOS LOCALES project and the legal principal who will enter into a legally binding Agreement with Grantees.

**Grant.** Financial assistance that provides support or stimulation to accomplish a public purpose. A legal instrument that governs allocation of funds and defines roles and responsibilities of the parties to the Agreement (i.e., DAI and grantee). Depending on the grant instrument appropriate for a specific activity or grantee, the Contractor will select between four types of grant instruments: fixed obligation grant, simplified grant, standard grant, and in-kind grant.

**Applicant.** A Non-governmental or Private Organization (i.e., Association, Civil Society Organizations, Small and Medium Enterprises, Community-based Organizations, Faith-based Organizations, Universities or other Indigenous Organizations) or local Guatemalan government entity that submits an application in response to an RFA, APS or unsolicited proposal. All RFAs will include instructions and templates to be used by applicants in order to deliver proposals that meet minimum standards of the project. In addition, during APS events and Applicant Conferences, applicants will have a chance to learn more about the types of grants, expectations for proposals, and other policies and procedures.

**Application.** A written document in form and substance conforming to the requirements of the solicitation and this manual, which outlines in detail the activity(s) being proposed by an Applicant for funding under the grants program.

**Grant Evaluation Committee.** The mandate of the Grants Evaluation Committee (GEC) is to review and evaluate grant applications based on the selection criteria. The GEC then makes a determination as to whether the application should move forward to negotiation, USAID approval, and final award, or if the application is rejected as unsatisfactory according to established grant criteria. The GEC consists of up to five voting members that will normally include the LGP/NEXOS LOCALES Technical Director, the COP and/or the DCOP, the relevant Technical Specialist, and a Monitoring & Evaluation or Communications Officer. If any of the five voting members are absent, they may designate an alternate staff member to take their place. If a Technical Specialist provides direct and significant capacity-building guidance to a grantee in developing a concept paper or application, the individual cannot serve on the grants

evaluation committee. The COR has a standing invitation to GEC meetings as a non-voting member when available. The COP, at his/her discretion, may invite other LGP/NEXOS LOCALES project staff to participate in the GEC meetings as an active GEC member or as resource person. Depending on their role they may be a voting or non-voting member (i.e., a resource person for a particular application may not be a voting member). The Grants Manager or his/her designee will serve as a non-voting member of the GEC and as the secretary of the committee. The Grants Manager will review the quantitative and qualitative information provided by GEC members to ensure evaluation criteria were adhered to and proper evaluation processes were followed. The Grants Manager will then conduct a pre-award responsibility determination and will prepare the grant negotiation memorandum for USAID approval. The COP will review and approve selected grantees and the DCOP will submit each grantee for approval to USAID.

**Agreement** (hereinafter referred to as the “Award,” and/or the “Grant Agreement”). A legal instrument that governs allocation of funds and awards under grants, and defines roles and responsibilities of the Grantee under the LGP/NEXOS LOCALES grants program.

**Grant Agreement Modification.** Modifications to existing awards may include: administrative change, program description revision, time extension, and budget revision. Any modification to a grant must first be approved by USAID COR. Once approval of the modification is granted, the COP will sign and execute the modification. Any revision of the program description must be within the objective of the LGP/NEXOS LOCALES scope of work.

**Grantee:** An organization that has been awarded a grant by LGP/NEXOS LOCALES.

**Program Description.** The document submitted as part of a potential grantee’s application. Program description includes the Applicant’s goals and objectives of LGP/NEXOS LOCALES as well as the proposed activities that will be implemented using LGP/NEXOS LOCALES grants program funding. It therefore forms the primary source of information for evaluating the prospective grantee’s full application. Ultimately, if selected this document is included as part of the grant agreement.

**Deliverables/milestones.** Key programmatic targets that must be met to qualify for initial or subsequent disbursements of LGP/NEXOS LOCALES funds.

**Cost Sharing.** Project costs financed with cash or in-kind contributions separate from LGP/NEXOS LOCALES funding, either provided by the grantee or donated by other donors. Cost sharing may include contributions to the grant budget from public international organizations, foreign governments, local and international institutions, private organizations and individuals.

**Liability.** The Contractor assumes liability with respect to its awarding and administration of grants on behalf of USAID, and with respect to the acts or omissions of its grantees hereunder, particularly to the extent that losses to the USAID foreign assistance program arise from the Contractor's negligence or bad faith in performing its responsibilities.

**Marking and Branding Plan.** This is a required document that is included as part of the Grant Agreement in order to outline items funded through USAID’s support which require the USAID logo.

**Program Income.** All income earned by the grantee that is directly generated by a LGP/NEXOS LOCALES-funded activity or directly earned as a result of the grant. Program income includes, but is not limited to, income from fees for services performed; the use or rental of real or personal property acquired under federally-funded projects; the sale of commodities or items fabricated under an award; license fees and royalties on patents and copyrights; and interest on loans made with award funds. Refer to the Required as Applicable Standard Provisions entitled “Program Income” for more information.

**Suspension.** An action by DAI that temporarily withdraws DAI and USAID support, in whole or in part, under an award, pending corrective action by the grantee or pending a decision to terminate the award

**Termination.** The cancellation of DAI and USAID sponsorship, in whole or in part, under an agreement at any time prior to the date of completion. Furthermore, the Contractor, after consultation with USAID, may terminate a grant activity in cases where the grantee does not show satisfactory performance, either technical or administrative in nature, during the grant implementation. USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.

## 2.6 ROLES AND RESPONSIBILITIES

**Chief of Party (COP).** The LGP/NEXOS LOCALES Chief of Party (COP) is the legal representative of DAI for the LGP/NEXOS LOCALES project in Guatemala. The COP approves the grants fund strategy, terms of award competition, and provides the final project-level approval of each grant after the GEC has made a recommendation. Upon approval from USAID COR, the COP signs awards/the grant agreement according to the DAI schedule of authority’s framework. The COP is responsible for overall program and contract compliance.

**Contracting Officer’s Representative (COR).** The USAID/Guatemala official responsible for administration and technical oversight of the LGP/NEXOS LOCALES program. The COR also has an open invitation to sit on the Grants Evaluation Committee as a non-voting member or to designate another USAID representative to serve on his/her behalf. The COR maintains a substantial involvement in the award process.

**Contracting Officer (CO).** The warranted official of USAID that maintains substantial involvement in the grant process by formally approving this Manual for use in the award and administration of grants under the LGP/NEXOS LOCALES contract. Designates COR, only official from USAID who can change SOW, terms of reference, obligate funds, etc.

**Technical Specialist.** The Technical Specialist is responsible for writing the technical Terms of Reference (TOR) for awards (in collaboration with the Grants Manager), approving grantee work plans, developing strategy from a technical perspective, and assuring technical compliance. Technical approval of deliverables/reports of grantees necessary for payment will be the responsibility of the relevant Technical Specialist overseeing the grant. Depending on the grant activity, the Technical Specialist will be Technical Director or other Technical Lead on the project (such as Cluster Manager, Subject Matter Specialist, or DCOP).

**Grants Manager.** The Grants Manager oversees the LGP/NEXOS LOCALES grants fund. S/he operates under the direct supervision of the Deputy Chief of Party and oversees one Grants Assistant. The Grants Manager is responsible for development of objectives of the grants program, specific objectives of award competition, evaluation criteria and grants administration

mechanisms. The Grants Manager is responsible for the preparation and implementation of all grant activities from concept to award to close-out. S/he convenes a selection committee for each solicitation, participates in grant committee evaluation meetings as a non-voting member and with the Finance & Administration Manager, conducts the pre-award responsibility determination. The Grants Manager uses the Grants Manual and Implementation Plan for all grant procedures, assuring that the grants team overall does the same, and oversees the administration of funds. The Grants Manager reviews technical applications for responsiveness, evaluates the cost application for cost reasonableness, allocability, and allowability, reviews draft grant documents, oversees and monitors the grants implementation according to project objectives, ensures that high risk grantees are provided with appropriate training to improve their financial and management capability, and provides post-award briefing to newly awarded grantees

**Grants Assistant.** The Grants Assistant supports the Grants Manager in the day to day implementation of the LGP/NEXOS LOCALES grants program. As delegated by the Grants Manager, the Grants Assistant may be responsible for providing technical support to the applicant and grantee and technical management of the grant from the time of application to approval, monitoring grantee performance, recommending payment schedules, preparing requests and justifications for grant modifications, certifying grant completion, and recommending closeout. Technical approval of deliverables/reports will be the responsibility of the relevant technical team member overseeing the grant; however, the Grants Assistant will review for other aspects of compliance/performance. This individual or his/her designee will be a non-voting member of the GEC. The Grants Assistant administers grants financially and administratively, maintains grant files, and, under the supervision of the Grants Manager, ensures compliance with all USAID regulations.

**Monitoring & Evaluation.** The progress, success and impact of the grantee's performance under this contract will be monitored and evaluated as a part of the overall activity results. All grantees will be subject to regular and periodic monitoring visits and reporting requirements.

**Finance & Administration Manager:** The LGP/NEXOS LOCALES Finance and Administration Manager provides general oversight to the grants program from a financial and administrative compliance perspective. Upon grant award, the Finance & Administration Manager will be responsible for issuing advances and tranche payments once approved by the Grants Manager and the relevant Technical Specialist. The Finance & Administration Manager will work closely with the Grants Manager with regard to the pre-award responsibility of applicants.

## 2.7 STANDARD OF CONDUCT

The LGP/NEXOS LOCALES project, its employees, and partners shall maintain a high standard of ethical conduct in any implementation process, including the selection award, program management, and oversight of LGP/NEXOS LOCALES project activities. Each LGP/NEXOS LOCALES project employee involved in the grants award process must sign a "Conflict of Interest" Certification and must adhere to U.S. Federal Law and regulations, USAID rules and regulations, and DAI corporate policies and procedures. If any LGP/NEXOS LOCALES employee or partner becomes aware of any allegations of unethical or prohibited acts stated below, the individual is obligated to immediately inform the COP, verbally or in writing, of such alleged conduct. An investigation may be done and appropriate actions will be taken to remedy, correct, mitigate, or otherwise resolve the unethical conduct or prohibited acts.

The following are actions or allegations of unethical conduct or prohibited acts by any LPG employee and/or partner.

- **Bribery and Kickbacks:** An employee soliciting for money, favors, or anything of value by or on behalf of a prospective partner to influence or reward an official decision or an employee or LGP/NEXOS LOCALES project partner is providing, offering any money, fee, commission, credit, gift of any value, object of value to obtain favorable treatment.
- **Solicitation of Favors:** LGP/NEXOS LOCALES project employees may not solicit gifts, meals, entertainment, personal discount, travel and transportation, lodging, goods, cash or other favors from partners, suppliers, grantees, vendors or other business acquaintances.
- **Conflict of Interest :** A conflict of interest is any interest, financial or otherwise, direct or indirect; participation in any business, transaction or professional activity; or incurring of any obligation of any nature, which is or appears to be in substantial conflict with the proper discharge of duties in relation to a DAI-funded project. Conflict of interest includes, but is not limited to:
  1. An occasion when an individual's private interest differs from his or her professional obligations
  2. A situation in which professional actions or decisions occur that an independent observer might reasonably question
  3. Nepotism, i.e., favoritism shown to a relative on the basis of an immediate family relationship (Note: immediate family can be defined as parents, children, siblings, grandparents, same categories of in-laws, foster and step children, and anyone living in the same household as a family)

In the review and implementation of grants, if there is real or perceived conflict of interest DAI will comply with requirements in ADS 302.3.8.12 “Contractors Code of Business Ethics and Conduct – Contractor Disclosures.”. In the event that DAI determines that conflict of interest exists, DAI may disqualify an application or terminate a grant.

In performing its duties, the Contractor shall scrupulously avoid any conflicts of interest. Should any conflict of interest arise, the Contractor shall immediately notify the Contracting Officer as to the conflict and the Contractor's proposed solution for avoiding the conflict, and the Contractor shall follow the instructions of the Contracting Officer.

### 3. TYPES OF GRANTS

The Contractor will consider four different grant mechanisms during the implementation of LGP/NEXOS LOCALES grants program. They include: 1) Standard Grants, 2) Simplified Grants, 3) Fixed Amount Awards, and 4) In-Kind Grants, as well as In-Kind to Local Government.

#### 3.1 STANDARD GRANTS

The Standard Grant Format may be used for any grantee provided that they have the financial and management capacity to receive grant funds. The primary advantage of the Standard Grant

is decreased administrative burden in that the method of cash disbursement is more flexible. The disadvantage is that the Standard Grant can only be issued to more developed organizations that possess documented management capacity as determined by the Pre-Award Responsibility Determination. Additionally, the grant document is itself more complicated than other formats in that Mandatory Standard Provisions for Non-U.S. Non-Governmental Organizations is required and attached to the grant document.

To use this grant format, the grant and potential grantee must meet the following conditions:

- ✓ The assistance instrument is a grant, not a cooperative agreement.
- ✓ The grantee will not purchase any goods or services, except as authorized pursuant to 22 CFR 228 or ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID or any applicable waivers ;
- ✓ The grant requires the grantee to allow USAID access to its records for up to three years after the end date of the grant, and the grantee will refund USAID for any funds it receives for any costs that did not meet the terms and conditions of the grant;
- ✓ The grantee has signed pre-award certifications as required in **303.3.8**.

The standard grant format is as follows:

- a. Award Letter
- b. Description of Award
- c. Program Description
- d. Program Budget
- e. Reporting Requirements
- f. Method of Payment
- g. Request for Reimbursement Form or Reconciliation and Advance Request Form
- h. Documentation of Grantee Contribution
- i. Branding Strategy and Marking Plan
- j. Certifications, Assurances, and other Statements of the Grantee
- k. Mandatory Standard Provisions for Non-U.S. Non-Governmental Grantees or Mandatory Standard Provisions for U.S. Non-Governmental Grantees
- l. Required as Applicable Standard Provisions for Non-U.S. Non-Governmental

## METHOD OF PAYMENT

Cost reimbursement payment method is preferred for standard grants. However, if the applicant/grantee is unable to implement LGP/NEXOS LOCALES activities due to financial difficulty, advance method of payment may be authorized. If an advance payment is issued, all advances will be made in accordance with the conditions established in ADS 636.

In order to minimize risk, the disbursement of advances under Standard Grants will be on an incremental basis as opposed to a lump sum payment up front. The period covered by the advance is to be determined based on grantee need and may be for anywhere from one month to three months. Grantees will submit a quarterly budget based upon upcoming deliverables for approval by the Contractor. If the anticipated or projected expenses are found to be reasonable, allowable and allocable and consistent with the approved budget, the Contractor will disburse funds, which will then be included on the Contractor's invoice to USAID for that period. At the close of the quarter, the Contractor will verify that the funds were used appropriately via the submission by the grantee of vouchers (valid receipts), a financial report, and other deliverables as required by the grant agreement. The next disbursement will not be

released until the grantee has provided adequate evidence that the existing funds were expended in their entirety in a satisfactory manner. Additionally, ten percent (10%) of the total grant amount will always be withheld until all aspects of the scope of work have been completed to the satisfaction of the Contractor.

Preferrably, DAI will provide subgrantees with Quetzals rather than U.S. dollars. The Contractor may register the liquidation at the same exchange rate used to provide subgrantee with advance payment.

## 3.2 SIMPLIFIED GRANTS

The Simplified Grant mechanism is advantageous in that it offers a more streamlined approach to the issuance of small grants under USAID contracts. The Simplified Grant can be used for both US and non-US organizations and must meet all the conditions established in ADS 303.3.24. For simplified grants, all disbursements are made on a reimbursement basis, so grantees must possess adequate capital up front to begin incurring expenses without a cash transfer from the Contractor.

As such, the Simplified Grant format is used when an organization possesses sufficient cash flow but lacks the capacity to manage direct cash disbursements.

To use this grant format, the grant and potential grantee must meet the following conditions (per ADS 303.3.24):

- ✓ The assistance instrument is a grant, not a cooperative agreement.
- ✓ The total grant amount does not exceed the simplified acquisition threshold.
- ✓ The grantee will not purchase any goods or services, except as authorized pursuant to 22 CFR 228 or ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID or any applicable waivers, and the grantee will not purchase any single item that has a useful life over one year and a cost of \$5,000 or more.
- ✓ The grantee has signed pre-award certifications as required in **303.3.8**.
- ✓ The grant requires the grantee to allow USAID access to its records for up to three years after the end date of the grant, and the grantee will refund USAID for any funds it receives for any costs that did not meet the terms and conditions of the grant.
- ✓ **The Simplified Grant Format is only authorized when all costs under the award are direct costs. This format is not authorized for awards that include indirect costs.**
- ✓ The Contractor may modify the Simplified Grant Format as long as the agreement includes the applicable Standard Provision for related costs in the small grant award, and if the support of international travel or the purchase of equipment is necessary for performance of the grant.
- ✓ The grant must be included in any audit required by **2 CFR 200** or ADS 591.3.2.

The simplified grant format is as follows:

- a. Award Letter
- b. Program Description
- c. Program Budget

- d. Reporting Requirements
- e. Method of Payment
- f. Request for Reimbursement Form
- g. Documentation of Grantee Contribution
- h. Branding Strategy and Marking Plan
- i. Certifications, Assurances, and other Statements of the Grantee
- j. Mandatory Standard Provisions for Non-U.S. Non-Governmental Grantees or Mandatory Standard Provisions for U.S. Non-Governmental Grantees
- k. Required as Applicable Standard Provisions for Non-U.S. Non-Governmental (e.g. International Travel, if approved)
- l. A provision that requires the grantee to allow DAI/USAID access to its records for up to three years after the end of the grant, and the grantee will refund DAI/USAID for any fund it receive for costs that did not meet terms and conditions of the grant.
- m. Sample Simplified Grant Format,  
<http://www.usaid.gov/sites/default/files/documents/1868/303mbx.pdf>

## METHOD OF PAYMENT

All disbursements under Simplified Grants will be made on a cost reimbursement basis (i.e., actual incurred expenses). The grantee will submit a listing of costs incurred (in the form of an invoice) and the Contractor will review the costs for allowability and transfer an amount of money equal to the expenses that it finds reasonable and allowable. Only expenses already identified in the grant itself will be considered allowable. The frequency of billing will be based upon the terms set forth in the grant. The Contractor will invoice USAID only after costs are approved and the respective disbursement to the grantee has occurred. Additionally, ten percent (10%) of the total grant amount will always be withheld until all aspects of the scope of work have been completed to the satisfaction of the Contractor.

If the applicant/grantee is unable to implement the LGP/NEXOS LOCALES activities due to financial difficulty, advance method of payment may be authorized. If an advance payment is issued, all advances will be made in accordance with the conditions established in ADS 636.

## 3.3 FIXED AMOUNT AWARDS TO NON-GOVERNMENTAL ORGANIZATIONS

The Fixed Amount Awards (FAA) is a type of assistance award where the Contractor provides a specific level of support and where payment is not based upon actual costs incurred by the Grantee. This type of award reduces some of the administrative burden and record-keeping requirements for both the Grantee and the Contractor. Accountability is based primarily on performance and results. ADS 303.3.25 states that a FAA is appropriate for supporting projects with very specific and defined elements and when the Contractor is confident that a reasonable estimate of the actual cost of the effort can be established and clear milestones can be defined. The Contractor will also ensure that 1) the program scope is specific, and 2) adequate cost, historical, or pricing data is available to establish a fixed amount award with assurance that the Grantee will realize no incremental above the actual cost. The Contractor may follow the guidance in ADS 303saj, Fixed Amount Awards to Non-Governmental Organizations for structuring the grant milestones to provide the Grantee with necessary financial liquidity for the performance of the activity. Furthermore, the Contractor will ensure that all FAAs awarded will comply with the FAA Entity Eligibility requirements per ADS 303.3.25 a (3).

DAI must also certify (or ensure) the appropriateness of issuing a FAA based on the following factors:

- ✓ The award complies with the conditions for fixed amount awards found at 2 CFR Part 200.201.
- ✓ The assistance instrument is a grant and not a cooperative agreement.
- ✓ DAI has complied with the requirements of the ADS 303mak, **Fixed Amount Award Entity Eligibility Checklist**, including ensuring that the grantee has signed pre-award certifications, as specified in Section 6 of the checklist and in ADS 303.3.8
- ✓ The prospective grantee, and DAI must be able to identify and quantify programmatic accomplishments or results in establishing grant milestones. For further guidance, see **ADS 303saj Fixed Amount Awards to Non-Governmental Organizations** (<http://www.usaid.gov/sites/default/files/documents/1868/303saj.pdf>).
- ✓ DAI must assess the risk factors that could prevent the proposed grantee from completing the activity or require a substantial change in the milestones. The operating unit must not use the FAA mechanism if there is an unacceptably high risk of failure or substantial changes in the milestones are expected as the grantee implements its program. DAI must document the risk assessment and may use the guidance in **ADS 303 saj Fixed Amount Awards to Non-Governmental Organizations**.
- ✓ Adequate cost information must be available to allow DAI to determine and negotiate the fixed price of the grant and payment structure. The fixed price may include an amount based on the grantee's demonstrated indirect costs and cost incurred in application preparation. For further guidance concerning the cost information required and payment structuring, see **ADS 303saj Fixed Amount Awards to Non-Governmental Organizations** and the **ADS 303mak Fixed Amount Award Entity Eligibility Checklist**.
- ✓ DAI must document the rationale for selecting the FAA mechanism.
- ✓ For both U.S. and Non-U.S. NGO grantees, the duration of the FAA must not exceed three years.
- ✓ The FAA must not include any infrastructure or construction projects or purchase of any real property

In addition, to use this grant format, the grant and potential grantee must meet the following conditions:

- ✓ The grantee has signed pre-award certifications as required in **303.3.8**.
- ✓ The grantee will not purchase any goods or services, except as authorized pursuant to 22 CFR 228 or ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID or any applicable waivers ;
- ✓ The grant requires the grantee to allow USAID access to its records for up to three years after the end date of the grant, and the grantee will refund USAID for any funds it receives for any costs that did not meet the terms and conditions of the grant.

Required Provision for a Fixed Amount Award:

- I. DAI has the right to terminate the grant in whole or in part or suspend payments should the grantee become insolvent during performance of the award, the grantee has

- materially failed to comply with the terms and conditions of the grant, or continuation of the grant would not be in the national interest of the United States;
2. The grantee agrees to maintain records of transactions related to the FAA agreement for at least three years. After the end of the agreement, DAI retains the right, at its discretion, to examine all or a sample of the grantee's records or transactions related to a FAA where concerns of implementation irregularities arise ; and
  3. On submission of the voucher for payment for the final milestone, the grantee must certify that the grant is completed and the grantee will make no further claim against the grant.
  4. DAI must ensure that a Fixed Amount Award (formerly known as FOGs)include all of the Mandatory Provisions from ADS 303mat, Standard Provisions for Fixed Amount Awards to Non-Governmental Organizations for this type of award.
  5. DAI must use the ADS 303sal, Sample Fixed Amount Award, as a template.

### Amending Milestones

The Contractor 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 grantee, and if the amended milestones are compatible with and satisfy the original purpose of the grant. The Contractor may terminate the grant if the Contractor concludes that multiple or substantial amendments indicate that continuing the grant is no longer in the best interests of the Agency. For additional guidance, see **ADS 303saj, Fixed Amount Awards to Non-Governmental Organizations**.

### Disposition of Equipment and Property

Grantees must not procure real property under a FAA. 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 FAA, a grantee may procure equipment or personal property in order to accomplish a milestone. The distinction between whether purchase of the equipment or personal property is a milestone or is one possible means by which the grantee 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 grantee 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 Fixed Amount Award must state that title to the equipment or personal property vests in the grantee upon acquisition with the condition that the grantee must use the equipment or personal property for the grant as long as it is needed for such.

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

1. The grant must require that the purchase be in accordance with **22 CFR 228, ADS 310, ADS 312, Eligibility of Commodities** and any applicable waivers
2. The "Required, As Applicable" provisions from the **ADS 303mat, Mandatory Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations** applicable to the purchase of the equipment or personal property must be included in the Fixed Amount Award, and

3. The grant must include disposition instructions for the equipment or property. For additional guidance, see **ADS 303saj, Fixed Amount Awards to Non-Governmental Organizations.**

The Fixed Obligation Format is as follows:

- a. Award Letter
- b. Program Description
- c. Schedule of Milestones and Payments
- d. Reporting Requirements
- e. Method of Payment
- f. Voucher for Payment, Milestone Certification, and Documentation of Grantee Contribution
- g. Branding Strategy and Marking Plan
- h. Certifications, Assurances, and Statements of the Grantee
- i. Standard Provisions for FAAs to NGOs
- j. Required as Applicable Standard Provisions for Non-U.S. Non-Governmental (e.g. purchase of equipment and personal property)
- k. Sample Fixed Amount Awards to Non-Governmental Organizations, <http://www.usaid.gov/sites/default/files/documents/1868/303sal.pdf>

#### METHOD OF PAYMENT

All disbursements under Fixed Amount Awards will be made upon the submission of evidence that a benchmark has been achieved. Such evidence may come in many forms, including a work-plan, a technical report, a financial report, meeting notes, the arrangement of specified logistics, the finalization of a list of training participants, the completion of a phase of an infrastructure project, etc. The following is an example of how a disbursement schedule might be structured under a Fixed Amount Award:

Example : Community Awareness Campaign  
 Activity Goal : Creating community awareness of proper ways to dispose of solid waste  
 Budget : \$7,500 USD

Benchmark	Description	Disbursement
1	Work-plan drafted and approved	\$2,500
2	Packet of solid-waste awareness materials created for distribution to each household	\$1,500
3	Information packets printed and distributed	\$1,500
4	Community Round-tables held to discuss information and answer questions (four)	\$2,000 (\$500 per event)
	<b>Total</b>	<b>\$7,500</b>

Because payments under FAAs are based on the achievement of milestones, the structure of the payments is very important. LGP/NEXOS LOCALES project pays the grantee a set amount when it accomplishes a milestone.

### 3.4 IN-KIND GRANTS

Under the In-Kind grant format, goods and services are procured directly by the Contractor in close correspondence with the grantee. Once purchased, goods and services are delivered immediately to the grantee or to the grant activity. All procurement undertaken on the grantees' behalf by the Contractor will be done in compliance with USAID's procurement regulations.

An example for in-kind grant is the purchase of office equipment (including IT equipment), materials, transport and travel accommodation for local events (excluding airfare), the procurement of expert short-term technical assistance for the development of technical plans and capacity development, etc. where the Contractor is purchasing the goods and/or services on behalf of the grantee. All items and services purchased will be delivered to site(s) by the Contractor. The contractor may purchase construction materials such as cement, sand, PVC pipes, fiber glass water tanks, paint etc. in response to emergency infrastructure needs utilizing Rapid Response Funds.

An important aspect of implementing In-Kind grants is ensuring that all program property is properly used once the grant is complete. Once procured, the grantee is required to use and conserve the property for the purposes specified in the program description awarded with the grant, according to the Standard Provisions: "Title to and Use of Property (June 2012)". LGP/NEXOS LOCALES must obtain USAID permission for disposition of all NXP to the grantee at the time it is handed over to the grantee. By providing approval for the grant agreement, USAID also provides approval to dispose of the equipment to the selected grantee.

The provisions are found in ADS 303, Internal Mandatory References, Standard Provisions for Non-U.S. Nongovernmental Grantees under Required as Applicable Standard Provisions (<http://www.usaid.gov/policy/ads/300/303mab.pdf>).

To use this grant format, the grant and potential grantee must meet the following conditions:

- ✓ The Grantee will provide DAI with a complete list of all non-expendable property, its location and condition included in the final project report prior to grants project close-out.
- ✓ The grantee has signed pre-award certifications as required in **303.3.8**.

The In-Kind Grant format is as follows:

- a. Award letter
- b. Program Description with List of Items (Equipment/Materials or Services) to Be Provided In-Kind
- c. Program Budget
- d. Reporting Requirements
- e. Branding and Marking Plan
- f. Documentation of Grantee Contribution
- g. Certifications, Assurances, Other Statements of the Grantee
- h. Standard Mandatory Provisions and Applicable Provisions on Title to and Use of Property

## METHOD OF PAYMENT

No disbursements are made directly to the grantee under an In-Kind Grant. Rather, the Contractor procures all necessary commodities and/or services on behalf of the grantee. This does not mean, however, that the grantee is not an active partner in deciding how the funds are to be utilized. While the Contractor will ensure the integrity of any procurement, formulate a cost estimate for the project without the input of the grantee and make the final payment itself, the grantee can provide input as to the specifications of the goods and services that are needed in order for the project to be successful. The grantee may suggest potential product brands, vendors, and service-providers. However, the Contractor will have independently done market research and have the expertise to evaluate that input to ensure the transparency of the process. DAI will take the lead on procuring the goods and/or services required.

## 3.5 GRANTS TO LOCAL GOVERNMENT

On rare occasions, and only with the prior written authorization of the USAID Contracts Officer, grants may be awarded to local government units. Such grants may be for infrastructure improvements, training or provision of equipment, and whenever possible the grant would be structured as an In-Kind to Local Governments or direct implementation project so that no cash is handed over to the local government.

Any potential grants to local government bodies would be in-kind, to purchase equipment, training, building materials, professional services, and/or feasibility studies. Grants may support such activities as:

- Improved market infrastructure in at various levels essential to the local and national economies, including but not limited to financial, commercial, agro-business, and the services sector;
- Operating equipment needed by local government bodies engaged in activities that contribute to LGP/NEXOS LOCALES results;
- Material and equipment to enable local government bodies to play a role in maintenance of infrastructure investments;
- Training and staff development costs, such as trainings administered by Management and Administration of Municipal Finance (DAFIM) on budget analysis or capacity building of newly elected mayors through National Association of Municipalities (ANAM) and/or a relevant institution uniquely positioned to deliver such trainings .

Grants to local government entities under LGP/NEXOS LOCALES must use the In-Kind Grant Agreement to Local Government Entities. The implementation of these grants shall follow the same procedure as program grants to the other types of grantees described in this manual.

## 4. GRANT ELIGIBILITY REQUIREMENTS

### 4.1 ELIGIBILITY

In accordance with the Federal Grant and Cooperative Agreement Act, USAID encourages competition in the award of grants to identify and fund the programs that best achieve Agency objectives.

The Contractor guarantees the integrity of the competitive process by ensuring overall fairness and consideration of all eligible applications. The Contractor also has the ultimate authority to make award decisions for grants on behalf of USAID.

The Contractor must not limit eligibility when awarding grants, unless USAID authorizes a restriction on eligibility in accordance with **ADS 303.3.6.4**. 2 CFR 200 requires that the Contractor publish an announcement seeking applications from all eligible and qualified entities (**ADS 303.3.5**).

## 4.2 MINIMUM ELIGIBILITY CRITERIA

Grants may be awarded on both a solicited and unsolicited basis. In order to meet minimum eligibility criteria for grant competition, applications must:

1. Support outcomes and results consistent with and linked to LGP/NEXOS LOCALES's Intermediate Results and objectives;
2. Support activities within the target project zone (Western Highlands);
3. Be submitted by registered Guatemalan organizations, (both for-profit and non-profit), or local government entities. Guatemalan organizations should be registered under Guatemalan Law. (Unregistered organizations are not eligible for LGP/NEXOS LOCALES grant funding unless special circumstances warrant specific approval by USAID to that effect). Individuals are not eligible for grant funding, so any microenterprise that applies for grant funding must possess a national Tax Identification Number and any requisite permits, licenses, and registrations required.
4. Contain evidence of a cost share commitment in most, but not all cases.

### Merit Review Criteria

The Contractor must propose the merit review criteria for selecting an applicant. However, if the Contractor determines that the criteria is so restrictive that it severely limits the pool of potential applicants, the Contractor may request that the Activity Manager change the criteria to broaden the pool of applicants. Merit criteria can only be changed before the submission of applications.

### Multi-tiered Review

The Contractor may establish a two or more tiered solicitation and review system. The Contractor may request potential applicants to submit an executive summary or concept paper. The Contractor may also request corresponding budget information at their discretion. After reviewing these submissions, the Contractor selects the best submissions and conducts a second level solicitation and review with the selected applicants and uses more specific merit review criteria. The Contractor may conduct additional levels of solicitation and review only if the second level does not adequately identify applicants for the activities to be funded. Section III or Section V of the RFA must explain the intended multi-tiered review/eligibility process so that potential applicants know what to expect at each phase of the review process.

LGP/NEXOS LOCALES staff will screen all concept papers and applications to ensure compliance with all eligibility requirements.

## 4.3 INELIGIBLE ORGANIZATION

LGP/NEXOS LOCALES will not work with organizations deemed ineligible unless prior written consent from the USAID Contracting Officer is received. The Contractor may not award a grant to:

- Any U.S. entity which is a “private voluntary organization” (PVO) but has not registered as such with USAID;
- Any entity whose name appears on the “List of Parties Excluded from Federal Procurement and Non-Procurement Programs”;
- Any “public international organization” (PIO);
- Any third country foreign government;
- Any entity affiliated with the Contractor or any of its directors, officers, or employees;
- Any political party organization;
- Individuals;
- Any entity that has active exclusions in the system for Award Management (SAM) (<http://www.acquisition.gov>);
- Any entity that is listed in the United Nations Security designation list (online at: [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)); and
- Any entity whose nationality is out of the authorized geographic code (937)

#### 4.4 HIGH RISK GRANTEES

The Contractor must evaluate the risks posed by applicants before making the award in accordance with the principles established by USAID and the Office of Management and Budget (OMB) (see **2 CFR 200.205**). The GEC team will evaluate both risk and financial management capabilities during a Pre-Award Responsibility Determination (See 6.5). If the GEC team evaluates the history of performance and financial management capabilities of a grantee and determines that they are limited or deficient, they will classify them as high-risk organizations per ADS 303.3.9.2. The Grants Manager will report the findings to the LGP/NEXOS LOCALES COP with recommendation to not make an award or make a special award with the following conditions: 1) additional financial reporting detail or frequency; and 2) providing technical assistance and/or training to the grantee. This option may be used only for such a period of time until the potential grantee can correct any institutional deficiencies, but not for the life of the award.

#### 4.5 INELIGIBLE ACTIVITIES AND UNALLOWABLE COST

ADS 312.3.3 states that grant funds cannot be utilized for the following:

- Private ceremonies, parties, celebrations, or "representation" expenses.
- Purchases of restricted goods, such as agricultural commodities, motor vehicles, pharmaceuticals, pesticides, timber extraction or processing equipment, used equipment, and fertilizers. If procurement of these restricted goods is necessary, DAI will request approval from the Contracting Officer and will procure items directly and donate in kind to the grantee.
- Prohibited goods under USAID regulation ADS 312.3.4, including but not limited to: police or law enforcement equipment, abortion equipment and services, weather modification equipment, luxury goods, and gambling equipment.
- Purchases of goods or services restricted or prohibited under the prevailing USAID source/nationality and other regulations found under ADS 310.3; or from countries or suppliers as may be identified by USAID's consolidated list of debarred, suspended, or ineligible subcontractors at <http://www.sam.gov/>.

- Any purchases or activities deemed unnecessary to accomplish grant purposes as determined by DAI, including any grantee headquarters expenses that are not directly linked to the implementation of the proposed project.
- Previous obligations and/or bad debts.
- Fines and/or penalties.
- Creation of endowments.
- Other costs unallowable under USAID and/or federal regulations, such as alcoholic beverages. Refer to OMB 122 “Cost principles of for Non-profit organizations” and FAR 31.2 “Cost principles for Commercial Organizations”

## 4.6 REQUIRED CERTIFICATIONS

When awarding a Fixed Amount Award (FAA) the following are to be used instead of those specified in this section:

1. The procedures in 303.3.25
2. The additional help document, Awarding Fixed Amount Awards to Non-Governmental Organizations, and
3. Fixed Amount Award (FAA) Entity Eligibility Checklist.

The grant grantee prior to receiving the grant award must sign the following certifications:

- a) A signed copy of Certifications and Assurances, which includes:
  1. Assurance of Compliance with Laws and Regulations Governing Nondiscrimination in Federally Assisted Programs (This assurance applies to Non-U.S. organizations, if any part of the program will be undertaken in the U.S.);
  2. Restrictions on Lobbying (22 CFR 227);
  3. Prohibition on Assistance to Drug Traffickers (ADS 206);
  4. Certification Regarding Terrorist Funding (AAPD 04-14);
  5. Certification of Grantee.
- b) Other certifications and statements found in Certifications, Assurances, and Other Statements of the Grantee:
  1. The Survey on Ensuring Equal Opportunity for Applicants;
  2. A Data Universal Numbering System (DUNS) number (See Use of a Universal Identifier by Grant Applicants for background information.);
  3. A signed copy of Key Individual Certification Narcotics Offenses and Drug Trafficking, (ADS 206.3.10) when applicable;
  4. A signed copy of Participant Certification Narcotics Offenses and Drug Trafficking (ADS 206.3.10) when applicable.

## 5. GRANT AWARD PROCESS

LGP/NEXOS LOCALES requires all grants to be awarded competitively unless one of the exceptions outlined below is met. The competition requirement is met when an announcement has been published according to the procedures outlined in this Manual, Section 5.2.5, 5.2.6, and

5.2.7. Direct solicitation of potential grantees will be permitted as explained in Section 5.2.3. Recommendations for awards are made following an impartial review and evaluation of all applications in accordance with the evaluation criteria prescribed in the Request for Application (RFA).

LGP/NEXOS LOCALES will ensure maximum competition by seeking applications from interested, eligible and qualified entities. Competition may also be limited to local or regional organizations for appropriate projects.

## 5.1 RESTRICTIONS TO ELIGIBILITY

Unrestricted eligibility refers to instances in which LGP/NEXOS LOCALES posts an assistance solicitation, typically via a Request for Applications (RFA) or an Annual Program Statement (APS), with no limitations on the eligibility for applicants. Restricted eligibility refers to any assistance actions that are restricted to a particular type of organization or other limitation, most typically for sole source awards (including follow-on awards), extensions, limited to local entities or limited for efficiency.

Eligibility requirements do not apply and, therefore, no exception to restrict eligibility or Justification to Restrict Eligibility (JRE) under ADS 303.3.6.5 is needed for an assistance action for extensions to existing agreements under 2 CFR 200.308(e)(2). This situation is different from those in which a restriction to eligibility permits less than full competition, as discussed in ADS 303.3.6.5 and below.

### Justification to Restrict Eligibility (JRE)

The Technical Specialist must prepare a justification request for use of restricted eligibility under the requirements of ADS 303.3.6.5, using the Justifications to Restrict Eligibility (JRE) Template, and submit it for a determination to the Grants Manager. The Grants Manager will work with the Technical Specialist to review the facts and arguments for use of a restriction to eligibility under ADS 303.3.6.5. If restriction to eligibility is certified by the Grants Manager, the Grants Manager will submit it for approval to the LGP/NEXOS LOCALES Chief of Party and DAI's Contracts Administrator. The final approval will come from DAI's Home Office. Each justification must contain sufficient facts and rationale to justify the use of the specific exception cited.

Exceptions to restrict eligibility must not be justified on the basis of:

- Mobilization costs,
- Demobilization costs,
- Continuing relationship (except when sections 303.3.6.5 a.(2)(a) or (h) apply),
- Lack of planning, or
- Concerns about amount of funds available, such as expiring funds.

Requirements for the content of justifications and applicable clearances and approval authorities are determined by a combination of the following:

- a. Exclusive or predominant capability  
LGP/NEXOS LOCALES may restrict eligibility when it considers a grantee to have exclusive or predominant capability based on one of the following criteria:

- Proprietary resources.
- Specialized facilities or programmatic expertise.
- An existing and unique relationship with the cooperating country or beneficiaries.
- Participation in a Global Development Alliance, USAID's business model promoting public-private alliances as a central element of the Agency's strategic assessment, planning, and programming efforts.

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 LGP/NEXOS LOCALES award. When this exception is used, the Contractor must describe in detail the uniqueness of the proposed Grantee and how it applies to the activity to be supported. The JRE must also describe what other options the Contractor explored.

- b. Small grants  
LGP/NEXOS LOCALES may restrict eligibility, including sole-source, when the awards are at or below the simplified acquisition threshold and a term of no more than one year.
- c. Restricted eligibility for efficiency  
LGP/NEXOS LOCALES may restrict eligibility to a select group of applicants, identified either through a pre-qualification process or based on internal justifications for technical capability, when it is necessary for the sake of meeting time-sensitive, deadline driven project requirements and/or responding to urgent or compelling needs that, if advertised under full and open, would cause significant delays that negatively impact the Project and/or USAID. The justification must describe in detail what other options DAI explored, including other exceptions and the periodic review alternative discussed in ADS 303.3.6.3e and why these alternatives were determined to be unacceptable.
- d. Unsolicited applications  
Unsolicited applications are those submitted to LGP/NEXOS LOCALES for an award by an applicant solely on his or her initiative, without prior formal or informal solicitation by LGP/NEXOS LOCALES. LGP/NEXOS LOCALES may make an award based on an unsolicited application, without the benefit of competition, when the application:
  - Clearly demonstrates a unique, innovative, or proprietary program.
  - Represents an appropriate use of USAID funds to support or stimulate a public purpose.
  - Fits within an existing Intermediate Result of LGP/NEXOS LOCALES.

When the terms of an unsolicited application fit within the scope of a published and open Annual Program Statement (APS), the application may be considered under the APS. The unsolicited application is then considered to have been solicited under the APS and no justification to restrict eligibility is required. If there is no open APS, then the Grants Manager must prepare a justification to restrict eligibility.

To use this exception to restrict eligibility, the Grants Manager must first certify that LGP/NEXOS LOCALES did not solicit the application and that it was submitted by the

applicant solely on his or her own initiative. The JRE must address how the following additional issues warrant acceptance of the application:

- In what way the application is unique, innovative, or proprietary.
- How funding the application is an appropriate use of USAID funds to support or stimulate a public purpose.
- Describe how it fits within an Intermediate Result of LGP/NEXOS LOCALES.

This exception must not be used for non-competitive extensions to existing awards. A recipient's request to extend an ongoing relationship is not an unsolicited application. One of the other exceptions in this section **303.3.6.5** must apply for the recipient's request to be granted.

e. Follow-on awards and extensions

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.

LGP/NEXOS LOCALES may restrict eligibility for follow-on grants or extensions to existing awardee. The follow-on exception must not be used to continue a relationship with a grantee that received an award based on the small grant award exception. When this exception is used, the Grants Manager must justify with specificity why the benefits of continuing the assistance activity with the same Grantee exceeds the benefits of a competitive process encouraged by law and required by USAID policy. A JRE is not required if the amendment is for strictly administrative purposes, including:

- i. Incremental funding actions,
- ii. Changes which do not require:
  - a. An increase to the total estimated amount of the award or
  - b. A substantive change to the program description,
- iii. A no-cost time extension, or
- iv. An extension authorized under 2 CFR 200.308(d)(2).

#### Other Exceptions to Restrict Eligibility

The following actions are exceptions to restrict eligibility but do not require the preparation of a JRE:

a. Emergency and Disaster Assistance

USAID may restrict eligibility and award new or follow-on awards, or amend existing awards, for disaster relief, rehabilitation or reconstruction assistance provided under section 491 of the Foreign Assistance Act and for emergency food aid under Title II of the Food for Peace Act. Such restricted eligibility may be made following the written determination by the Director of the Office of U.S. Foreign Disaster Assistance or the Director of the Office of Food for Peace, both residing within the Bureau for Democracy, Conflict and Humanitarian Assistance (DCHA), that unrestricted eligibility

is impracticable for awards within their respective areas of responsibility on an award-by-award or disaster-by-disaster basis. Following such a determination, no other requirements of this section **303.3.6.5** apply.

## 5.2 OVERVIEW OF THE AWARD PROCESS

The Contractor shall strongly encourage competition in the award of grants in order to identify and support the best possible activities to achieve program objectives. Competition will be solicited through Requests for Application (RFAs) and Annual Program Statements (APSs). RFAs will support a specific type of activity and must be published at least 21-30 days before the applications are due. APSs will be used to ensure a steady stream of innovative activities based on rolling assessments of priority interventions. LGP/NEXOS LOCALES will generally have a minimum of one yearly APS with broad parameters on one or more topic area(s) that furthers the goals of LGP/NEXOS LOCALES.

The Grants Manager will work in close collaboration with technical staff to determine the most appropriate way to solicit applications and the chosen process will be documented in the Negotiation Memo. The factors involved with selecting the solicitation process will depend on the following factors: nature and overall objective of the activity; required turnaround time; and whether or not it is reasonable to expect several applications.

After the type and methodology for solicitation have been established, the Technical Specialist or his/her designee and the Grants Manager will draft the RFA or APS, based on an established template. The Grants Manager will lead the process. The Grants Manager will also work closely with the technical staff during the solicitation, review, approval, and execution of approved grants.

### 5.2.1 TYPES OF APPLICATIONS

Applications for grants will generally fall into 1 of 3 categories:

- a. *Applications solicited through public notification.* The Contractor anticipates issuing **full and open competition** for awards that are more general in scope and larger in magnitude.
- b. *Applications **solicited directly** from a pre-selected NGO or group of NGOs or group of LGP/NEXOS LOCALES partners.* The Contractor anticipates utilizing sole-source and/or restricted eligibility for activities with specific scopes of work within a defined geographic area and performance period. In the event restricted eligibility is exercised the Contractor will document the basis for soliciting directly to the selected organizations and explain why full and open competition is not the most effective procedure for soliciting proposals.
- c. *Unsolicited applications.* It is expected that, from time to time, organizations familiar with the LGP/NEXOS LOCALES Project may submit **unsolicited proposal**. Such submissions will be evaluated on a case by case basis. If the original version of unsolicited application does not meet the minimum standards of a full application, even when it was unsolicited, after Justifications to Restrict Eligibility (JRE) has been processed, DAI should request applicants to submit a full application that meet minimum requirements.

## 5.2.2 FULL AND OPEN COMPETITION

The Contractor anticipates issuing full and open competition for awards that are more general in scope. Illustrative characteristics of activities that would likely be procured through full and open competition include the following:

- The scope of work is highly generalized, meaning that a broad range of activities will be considered as long as the objectives of the activity support one or more of the objectives of the LGP/NEXOS LOCALES Project.
- The anticipated activity is regional in scope (Example: the activity will broadly benefit Western Highlands Integrated Program (WHIP)).
- The Contractor anticipates that there is significant number of organizations that could potentially undertake the activity successfully.

### **FULL AND OPEN COMPETITION PROCESS**

The Contractor will publish RFAs for organizations to provide assistance for grant activities to support LGP/NEXOS LOCALES objectives. Specific evaluation criteria and a methodology will be established as part of the request for applications. The following procedures will be followed:

- Activity Identification** – Identify a specific activity that supports project technical assistance, training, and/or any other activity that can be assisted by grant funding under the terms provided in this manual. The activities will be presented by the Technical Specialists in a verbal meeting to the Technical Director, DCOP, and M&E Specialist and will be approved by email to advance to the Program Description stage.
- Development of a Program Description** – In consultation with USAID and Project counterparts, the LGP/NEXOS LOCALES team will seek to develop a program description that broadly supports the objectives of the LGP/NEXOS LOCALES Project. The Program Description will include, at a minimum, the background, objectives, activity description, expected milestones or deliverables, estimated timeline, estimated budget, grantee evaluation criteria, and USAID funding source. The Program Description will then be approved by the appropriate internal project staff before it is submitted to the COR for technical approval.
- RFA Preparation** – The RFA document will be prepared by the Grants Manager in coordination with the relevant Technical Specialists and the DAI Home Office in Bethesda, Maryland, USA. The RFA will require DCOP or COP approval before it is released to be announced.
- Public Notice** – A notice will normally be made in at least two Guatemalan newspapers with widespread distribution and/or on relevant internet websites in order that Guatemalan Organizations may be aware of this RFA.
- RFA Distribution** – The RFA will be posted on the LGP/NEXOS LOCALES project website, Facebook page, and distributed to all organizations requesting the RFA. Proposals will be due at least 21-30 days from issuance date, unless otherwise stipulated in the RFA. When electronic proposal submissions are required, applicants will submit proposal packages to an anonymous grant/procurement email address, stipulated in the RFA document and/or website.

- f. **Applicants Conference** – When multiple awards are anticipated, the Contractor may opt to hold a conference with applicants regarding the solicitation. Information on the applicant conference (that is date, time, and location) will be provided in the RFA.
- g. **Clarifications** – Questions from applicants must be submitted in writing to anonymous grant/procurement email account. The Grants Manager will collate all questions received and provide, in writing, answers to written questions/clarifications from applicants regarding the solicitation. The Q&A document will be published as an Annex to the original RFA. It is expected that the time frame for this stage will be less than one week.
- h. **Proposal Development** – Applicants will develop their proposal according to the required format, using any and all annexes provided with the RFA document.
- i. **DUNS Number and SAM Registration Requirements**: All LGP/NEXOS LOCALES local grant applicants are required to obtain a DUNS number and register online in the System of Awards Management (SAM) if the estimated budget exceeds \$25,000 USD and the application is anticipated to be a standard, simplified, or FAA grant (all in-kind grants are excluded). All LGP/NEXOS LOCALES US grant applicants, regardless of threshold, are required to obtain a DUNS number and register with SAM. The Contractor will ensure each awarded grantee has a valid DUNS number and SAM registration prior to issuing an award.

The following notice will be advertised on all RFA documentation: *The determination of a successful applicant resulting from this RFA is contingent upon the selected applicant providing a DUNS number and evidence of SAM registration to DAI. Organizations who fail to provide a DUNS number and SAM registration will not receive an award and DAI will select an alternate grantee.*

- j. **Grants Evaluation Committee** – Once the submission period has closed, a Grants Evaluation Committee will be convened to evaluate the proposals. The Committee will evaluate proposals based on the criteria prescribed in the RFA and will prepare a written record of the results. The record will contain a recommendation with a justification for the final decision to fund, to not fund, or to take any other disposition. An evaluation scoring sheet will be prepared by each of the GEC members with strengths and weaknesses identified for each evaluation criteria. In the GEC memo, the Chair Person will summarize the scorings as well as the strengths and weaknesses and recommendation.
- k. **Negotiation**– Once initial selection of the grantee(s) is made, the Grants Evaluation Committee may engage in additional negotiations with the prospective grantee to resolve any outstanding concerns regarding the proposal. Site visits and interviews of management personnel are optional for the GEC.
- l. **Pre-Award Responsibility and Risk Determination** – (See Section 6.5) The recommendation or selection of an application in accordance with established procedures does not guarantee an award. All applicants must demonstrate that they possess, or have the ability to obtain, the necessary management competence to practice mutually agreed upon methods of accountability for funds and other assets

provided. While 2 CFR 200 does not cover awards to non-U.S. grantees, DAI shall rely on the standards established in that regulation in determining whether potential non-U.S. grantees are responsible. The GEC team will evaluate both risk and financial management capabilities during a Pre-Award Responsibility and Risk Determination survey. The level of scrutiny and review required shall be proportional to the complexity of the grant program contemplated and the total amount of the grant. To assist in making this determination, an informal survey shall be conducted by the Grants Manager, the Sr. Finance Manager, and/or the DCOP using a financial capability questionnaire that would generally include a review of the applicant's recent audited financial statements, projected budget, cash flow, organization chart, and applicable policies and procedures (e.g., accounting, purchasing, property management, personnel), if appropriate. In addition, the Contractor must evaluate the risks posed by applicants before making the award in accordance with the principles established by USAID and the Office of Management and Budget (OMB) (see **2 CFR 200.205**).

In cases that require further information, DAI may also verify financial responsibility and institutional capability by inspections, letters from other donors, and/or on-site visits. (See 6.5)

As mentioned, the cost analysis, pre-award determinations, and negotiation process must be documented in a Memorandum of Negotiation (please see Annex 20 for a sample Memorandum of Negotiation). The written determination of the applicant's responsibility should confirm that the applicant:

- Has adequate financial resources, or the ability to obtain such resources, as required during the performance of the award;
- Has the ability to meet the award conditions, taking into consideration all existing prospective grantee commitments, nongovernmental and governmental;
- Has a satisfactory record of performance. Generally, relevant unsatisfactory performance in the past is enough to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance, or the applicant has taken adequate corrective measures to assure that they will be able to perform satisfactorily;
- Has a satisfactory record of business integrity; and
- Is otherwise qualified to receive an award under applicable laws and regulations.

**m. Environmental Compliance** – (See Section 6.4) Prior to grant approval and obligation of funds, each grant will need to be screened for environmental risk using Annex 11: Environmental Screening Form (which is “Table 1” in USAID’s broader EMPR format). Any partner chosen to implement a subproject is subject to Environmental Due Diligence screening prior to obligating funds (Annex 14: Partner Environmental/Social Screening (EDD) Including Financial Intermediaries). If risk is determined to be medium to high, the team must develop a mitigation plan (Annex 12: Identification of Mitigation Plan (“Table 2” in USAID’s broader EMPR format) and a monitoring plan Annex 13: Environmental Monitoring and Evaluation Tracking Table (“Table 3” in USAID’s broader EMPR format). If a grant activity will involve procurement/use of pesticides, the team must also complete the Pesticide Procurement Clearance Form, available in Annex 16: Pesticide Procurement Clearance Form. The grants team must then complete the Grants and Subcontracts Environmental Clearance

form (Annex 15: Environmental Grant and Sub-contract Clearances by Administrative Staff) before proceeding with finalizing the grant agreement.

- a. **Award** – The grant will then be approved by Chief of Party before it is submitted to USAID for approval. Subject to USAID approval, in accordance with the LGP/NEXOS LOCALES Contract, the Contractor may process the grant agreement. Those proposals not receiving an award will be notified in writing and provided with an explanation as to why the applications were not considered for funding. The COR will only clear for technical content, not for contractor’s compliance with acquisition and assistance rules and regulations.

### 5.2.3 DIRECT SOLICITATIONS

The Contractor also anticipates engaging in direct solicitation where appropriate. Direct solicitations may be to one organization (with the end objective of a sole source award) or to several organizations (resulting in restricted eligibility to a short list). Illustrative characteristics of activities awarded via direct solicitation include the following:

- The program description is for a specific technical area;
- The activity will take place within a strictly defined geographic area;
- The Contractor anticipates a single award if one applicant is considered to have exclusive or predominant capability to implement the proposed program.
- Urgent and/or compelling circumstances warrant absence of competition.

Justification for Restriction of Eligibility JRE memo must be documented and approved by the DAI Home Office Contract Administrator and the COP.

### **DIRECT SOLICITATION PROCESS**

The direct solicitation will follow the process outlined below.

- a. **Activity Identification** – Identify a specific activity that supports project technical assistance, training, and/or any other activity that can be assisted by grant funding under the terms provided in this manual. . The activities will be presented by the Technical Specialists in a verbal meeting to the Technical Director, DCOP, and M&E Specialist and will be approved by email to advance to the Program Description stage.
- b. **Development of Program Description** – In consultation with the COR and Project counterparts, the Contractor will develop a Program Description. In general, Program Description for direct solicitations will be developed in direct response to a perceived need and will consist of a specific activity within a defined geographic area. . The Program Description will include, at a minimum, the background, objectives, activity description, expected milestones or deliverables, estimated timeline, estimated budget, grantee evaluation criteria, and USAID funding source. The Program Description will then be approved by the Chief of Party before it is submitted to USAID for technical approval.
- c. **Pre-Identification of Applicants** – The LGP/NEXOS LOCALES team will pre-identify capable organizations for receipt of the direct solicitation and will document why direct solicitation was selected and how the pre-identified applicants were identified and selected. LGP/NEXOS LOCALES will do this utilizing a multi-tiered

review process (ADS 303.3.6 (1) (d)) by issuing broad APSs and Requests Expressions of Interests (REoIs) when the LGP/NEXOS LOCALES technical team has identified common needs for activities across clusters and regions. Examples of common activities include, but are not limited to, training sessions, surveys, outreach programs, forums, events, and development/investment plan development.

- d. **USAID Approval**– The Contractor will submit the Program Description and the name(s) of the proposed organization(s) for USAID approval before formally contacting the organization(s). Included in the request for approval will be a justification for restriction of eligibility based upon the above stated conditions using the JRE memo template.
- e. **RFA Preparation** – The RFA document will be prepared by the Grants Manager in coordination with the relevant Technical Specialists and the DAI Home Office in Bethesda, Maryland, USA. The RFA will require D/COP approval before it is released to the pre-identified organizations.
- f. **Direct Solicitation** – The Contractor will provide the RFA to the pre-identified organization(s) and provide general guidance in the preparation of a proposal. Proposals will be due at least 21-30 days from issuance date, unless otherwise stipulated in the RFA. When electronic proposal submissions are required, applicants will submit proposal packages to an anonymous grant/procurement email address, stipulated in the RFA document and/or website.
- g. **Proposal Development** – Applicants will develop their proposal according to the required format, using any and all annexes provided with the RFA document.
- h. **DUNS Number and SAM Registration Requirements**: All LGP/NEXOS LOCALES local grant applicants are required to obtain a DUNS number and register online in the System of Awards Management (SAM) if the estimated budget exceeds \$25,000 USD and the application is anticipated to be a standard, simplified, or FAA grant (all in-kind grants are excluded). All LGP/NEXOS LOCALES US grant applicants, regardless of threshold, are required to obtain a DUNS number and register with SAM. The Contractor will ensure each awarded grantee has a valid DUNS number and SAM registration prior to issuing an award.

The following notice will be advertised on all RFA documentation: *The determination of a successful applicant resulting from this RFA is contingent upon the selected applicant providing a DUNS number and evidence of SAM registration to DAI. Organizations who fail to provide a DUNS number and SAM registration will not receive an award and DAI will select an alternate grantee.*

- i. **Grants Evaluation Committee** – Once the submission period has closed, Grant Evaluation Committee will be convened to evaluate the application(s) based on the evaluation criteria. The Committee will prepare a written record of the results. The record will contain a recommendation with a justification for the final decision to fund, to not fund, or to take any other disposition.
- j. **Negotiation** – Once initial selection of the grantee(s) is made, the Grants Evaluation Committee may engage in negotiations with the prospective grantee(s) to resolve any

outstanding concerns regarding the application. Site visits and interviews of management personnel are optional for the GEC.

- k. Pre-Award Responsibility and Risk Determination** – As outlined in Section 5.2.2(l) and 6.5, the Contractor will undertake a Pre-Award Responsibility and Risk Determination to ascertain the level of management and financial capacity of the applicant. The level of scrutiny will be determined by the format of the grant under consideration.
  
- l. Environmental Compliance** — As outlined in Section 5.2.2(m) and 6.4, the Contractor will undertake an Environmental Screening of the project and an Environmental Due Diligence screening of the proposed partner prior to grant approval and obligation of funds. If risk is determined to be medium to high, the team must develop a mitigation plan and a monitoring plan. If a grant activity will involve procurement/use of pesticides, the team must also complete the Pesticide Procurement Clearance Form. The grants team must then complete the Grants and Subcontracts Environmental Clearance form.
  
- m. Award** – The grant will then be approved by the Chief of Party-before it is submitted to USAID for approval. Subject to USAID approval, the COP will proceed with the signing and commencement of the award. Those proposals not receiving an award will be notified in writing and provided with an explanation as to why the applications were not considered for funding. The COR will only clear for technical content, not for contractor’s compliance with acquisition and assistance rules and regulations.

#### 5.2.4 UNSOLICITED APPLICATIONS

Unsolicited applications for grants to do activities that support the broad objectives of LGP/NEXOS LOCALES will be reviewed on an ongoing basis.

Applications must be submitted solely on the applicant’s initiative without prior formal or informal solicitation to qualify. Awards may be made based on an unsolicited application where the application clearly demonstrates a unique, innovative, or proprietary capability, represents appropriate use of LGP/NEXOS LOCALES grant funds to support the LGP/NEXOS LOCALES objectives, fits within LGP/NEXOS LOCALES Work Plan for a specific period, and the applicant is determined as a responsible organization.

The burden of proof that the application is indeed “unsolicited” (i.e. without prior formal or informal solicitation) rests with the Contractor and must be documented in a JRE.

#### **UNSOLICITED APPLICATIONS PROCESS**

The GEC will proceed to screen application(s) and recommend approval in accordance with the following procedure:

- a. Application Screening** – The Grants Manager will screen applications/proposals based on the minimum eligibility requirements as stated in Section 4.1 and forward eligible grant applications to the LGP/NEXOS LOCALES technical team. The applications will then be presented by the Technical Specialists in a verbal meeting to the Technical Director, DCOP, and M&E Specialist and will be approved by email to advance to the Program Description stage.

- b. **Development of Program Description** – The relevant Technical Specialist will develop a Program Description based on a full application. The Program Description will include, at a minimum, the background, objectives, activity description, expected milestones or deliverables, estimated timeline, estimated budget, grantee evaluation criteria, and USAID funding source. The Program Description will then be approved by the Chief of Party-before it is submitted to USAID for technical approval.
- c. **Proposal Development** – If the original version of the unsolicited proposal does not meet minimum requirements of an LGP/NEXOS LOCALES application, the applicant will be required to submit a revised, full application.
- d. **DUNS Number and SAM Registration Requirements**: All LGP/NEXOS LOCALES local grant applicants are required to obtain a DUNS number and register online in the System of Awards Management (SAM) if the estimated budget exceeds \$25,000 USD and the application is anticipated to be a standard, simplified, or FAA grant (all in-kind grants are excluded). All LGP/NEXOS LOCALES US grant applicants, regardless of threshold, are required to obtain a DUNS number and register with SAM. The Contractor will ensure each awarded grantee has a valid DUNS number and SAM registration prior to issuing an award.
- e. **Pre-Award Responsibility and Risk Determination** – As outlined in Section 5.2.2 (l) and 6.5, the Contractor will undertake a Pre-Award Responsibility and Risk Determination to ascertain the level of management and financial capacity of the applicant. The level of scrutiny will be determined by the format of the grant under consideration.
- f. **Grants Evaluation Committee** – The Grant Evaluation Committee will evaluate the unsolicited application(s) based on current or future program activities and cost that may support the LGP/NEXOS LOCALES project to achieve the expected results. The evaluation criteria delineated in Section 6.2 will prepare a written record of the review results of the unsolicited application(s). The record will contain a recommendation with a justification for the final decision to fund, to not fund, or to take any other disposition.
- g. **Negotiation** – Once selection of the grantee is made, the Grants Evaluation Committee may engage in negotiations with the prospective grantee to resolve any outstanding concerns regarding the application. Site visits and interviews of management personnel are optional for the GEC.
- h. **Environmental Compliance** – As outlined in Section 5.2.2(m) and 6.4, the Contractor will undertake an Environmental Screening of the project and an Environmental Due Diligence screening of the proposed partner prior to grant approval and obligation of funds. If risk is determined to be medium to high, the team must develop a mitigation plan and a monitoring plan. If a grant activity will involve procurement/use of pesticides, the team must also complete the Pesticide Procurement Clearance Form. The grants team must then complete the Grants and Subcontracts Environmental Clearance form.
- i. **Award** – The grant will then be approved by the Chief of Party-before it is submitted to USAID for approval. Subject to USAID COR / CO approval, the COP will proceed

with the signing and commencement of the award. Those proposals not receiving an award will be notified in writing and provided with an explanation as to why the applications were not considered for funding. The COR will only clear for technical content not for contractor's compliance with acquisition and assistance rules and regulations.

All unsolicited grants will require an application and will undergo a review and approval process. While review procedures may vary somewhat, commonalities exist across all categories of grant applications. These commonalities are discussed in turn below.

#### 5.2.5 ISSUANCE OF REQUEST FOR EXPRESSIONS OF INTEREST

In order to stream line the process for identifying potential grantees for common activities, the LGP/NEXOS LOCALES team may utilize a Multi-tiered Review System (see ADS 303.3.6 (1)(d)). The LGP/NEXOS LOCALES team may pre-identify capable organizations by issuing broad Requests for Expressions of Interests (REols) when the LGP/NEXOS LOCALES technical team has identified common needs for activities across clusters and regions. Examples of common activities include, but are not limited to, training sessions, surveys, outreach programs, forums, events, and development/investment plan development. These REols may be presented as part of an APS or at other times when more specific needs have arisen. Applicants to the REol will be screened by the Grants Evaluation Committee (GEC) based on eligibility and technical criteria stated in the REol. Applications under a REol should be no more than five pages and include basic information about the applicant's eligibility as stated in the REol. Once applicants are short-listed, the GEC may execute a Pre-Award Responsibility and Risk Determination for each pre-identified applicant in order to determine their capacity to manage grants. This determination evaluation will be kept on file and will be useful for up to one year. The short list of pre-identified applicants will require approval from the COP, the DAI Contracts Administrator, and the COR utilizing a JRE. Once specific needs are identified by the LGP/NEXOS LOCALES Technical team, LGP/NEXOS LOCALES may utilize direct solicitation to the short list of pre-identified applicants utilizing a more detailed Request for Application (RFA).

#### 5.2.6 ISSUANCE OF THE REQUEST FOR APPLICATIONS (ADS 303.3.5.2)

The Request for Application (RFA) may be published in local newspapers, on relevant internet websites and/or well announced on public boards exhibited at LGP/NEXOS LOCALES project office(s). In the case of pre-identified NGOs or pre-identified LGP/NEXOS LOCALES partners, RFA announcement should be sent through the anonymous grant/procurement email account. The announcement will indicate how to obtain the RFA document and the closing date of the collection of the RFA document. The announcement and/or the RFA will also indicate the date of the pre-application meeting, if necessary.

#### 5.2.7 FORMAT OF REQUEST FOR APPLICATION (RFA)

The Request for Application (RFA) represents the formal beginning of the award selection process for all solicited applications (both direct solicitation and full and open competitive processes). An RFA should not be available for less than 30 days unless there are exigent circumstances supported by a written determination by the Grants Manager (see **2 CFR 200.203(b)**).

RFAs, at a minimum, shall contain (ADS 303.3.5 and 2 CFR 200 – Appendix I, III, IV, IX, X and XI):

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 that the applicant is expected to meet. The level of detail in the program description will depend on the requirements of the strategic objective and expected results. Specifically the program description:
  - a. Must describe the operating unit’s funding priorities or the programmatic or focus areas in which the operating unit intends to provide assistance.
  - b. Must include a statement identifying the authorizing legislation (generally the **Foreign Affairs Act**) and whether the award is subject to **2 CFR 700** and **2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**.
  - c. May include any program history.
  - d. May include indicators of successful projects (e.g., if the program encourages collaborative efforts) and examples of projects previously funded by the Agency.
2. How the award will be administered. For non-U.S. organizations, the RFA must state the applicable Standard Provisions for Non-U.S. Nongovernmental Grantees. For U.S. organizations, the RFA must state that 2 CFR 200, OMB Circulars, and the Standard Provisions for U.S. Nongovernmental Grantees will be applicable.

For non-U.S. organizations, these regulations will include:

- Mandatory Standard Provisions for Non-U.S., Nongovernmental Grantees and Required as Applicable Standard Provisions for Non-U.S., Nongovernmental Grantees, <http://www.usaid.gov/policy/ads/300/303mab.pdf>
- ADS 303, <http://www.usaid.gov/policy/ads/300/303.pdf>;
- OMB Circular 122 “Cost Principles for Non-Profit Organizations,” <http://www.whitehouse.gov/omb/circulars/a122/a122.html>;

For U.S. Non- Governmental Organizations these regulations will include:

- Mandatory Standard Provisions for U.S., Nongovernmental Grantees and Required as Necessary Applicable Standard Provisions for U.S., Nongovernmental Grantees, <http://www.usaid.gov/policy/ads/300/303maa.pdf>;
- ADS 303, <http://www.usaid.gov/policy/ads/300/303.pdf>;
- OMB Circular 122 “Cost Principles for Non-Profit Organizations,” <http://www.whitehouse.gov/omb/circulars/a122/a122.html>;
- 2 CFR 200 [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02;);

3. An estimate of funds available for the RFA and number of awards anticipated, including a statement to the effect that LGP/NEXOS LOCALES reserves the right to fund any or none of the applications submitted.

4. Expected duration of LGP/NEXOS LOCALES support or the period of performance.
5. Minimum eligibility requirements. If there are no restrictions on eligibility, this section must indicate that all potential applicants are eligible (see section **303.3.6** on Eligibility).
5. Qualification requirements, i.e., clear identification of types of entities that may apply. Include any other eligibility criteria, i.e., criteria that will make an application or project ineligible for a Federal award. These criteria must be clearly stated and must include a reference to the regulation or policy that describes the restriction, as applicable (see ADS 303.3.6.1(d) Multi-tiered Review).
6. Point of contact -name, title, address, e-mail address, and phone and fax numbers- where a potential applicant can get any materials they may need to apply or state that the RFA contains everything a potential applicant needs to apply.
7. Requirement for applicant to confirm interest in applying for Grant.
8. Required format for the application.
9. Instructions on preparing technical and cost proposals.
10. The required cost-sharing element and, if used as part of the review process (i.e., more than just an eligibility factor) an explanation of how evaluated (should be a sub-element of cost effectiveness). The cost sharing is at least \_\_\_\_% of total cost. **Note that a fixed amount award cannot be used in a program that requires mandatory cost sharing (see 2 CFR 200.201(b)(2))**
11. Requirements regarding reporting to include Work Plan, Monitoring and Evaluation of the grant targeted results.
12. Deadline for submission of application, how it is determined that the application is received on time, and the consequences of late submission.
13. The selection criteria used to evaluate applications, including an indication of their relative importance.
14. Description of the review and selection process.
15. Required certifications.
16. A valid Dun and Bradstreet Universal Numbering System (DUNS) number and System for Award Management (SAM) registration must be included for applications for awards estimated to be greater than \$25,000 USD. In-Kind grants are excluded.
17. State any limit on the number of applications an applicant may submit under the RFA and make clear whether the limitation is on the submitting organization, individual investigator/program director, or both.
18. Any funding restrictions such as limitations in allowable activities such as indirect costs, construction, foreign travel and equipment purchases.
19. If program income is anticipated to be generated under the award, the application must state how that income will be treated under the award (see **2 CFR 200.307** or, for non-U.S. organizations, see the provision "Program Income").
20. A statement detailing how the applicant will ensure environmental soundness and compliance in design and implementation when required by the [22 CFR 216](#) determination.
21. Any other relevant information.

#### 5.2.8 ISSUANCE OF THE ANNUAL PROGRAM STATEMENT (ADS 303.3.5.4)

An annual program statement (APS) will be used to generate competition for new grants where LGP/NEXOS LOCALES intends to support a variety of creative approaches by applicants to develop their own ideas and methodologies in assessing and/or implementing activities that support LGP/NEXOS LOCALES project objectives. Normally, an APS can be issued with an open-ended response, specific review periods, or a specific closing date, reserving the right to

close it if all funds have been obligated. The APS must be in the same basic format as an RFA (see Appendix I to Part 200 – Full Text of Notice of Funding Opportunity).

An APS may include the following information:

- Program eligibility requirements
- Activity objectives including any areas of special interest, illustrative expected results, and indicators or performance.
- The criteria that will be used to select applicants along with an indication of their relative importance and a brief statement describing how USAID will review applications.
- Estimate of funds available and, if appropriate, the number of grants to be awarded (not always applicable).
- Required cost sharing element, as applicable (see **2 CFR 200.306**).
- That the award will be administered according to the relevant **Standard Provisions for Non-U.S. Non-Governmental Organizations**. Complete copies of the documents are not attached to the APS, rather, internet links to the documents are provided.
- Point of contact at LGP/NEXOS LOCALES Office in Guatemala (name, title, address and phone number).
- Statement that LGP/NEXOS LOCALES and USAID reserve the right to fund any or none of the applications submitted.
- The required or suggested format for the application.
- A statement detailing how the applicant will ensure environmental soundness and compliance design and implementation when required by the 22 CFR 216 determination.
- Any other relevant information.

### 5.2.9 PRE-APPLICATION MEETING

Prior to submission of application, the Contractor may convene a pre-application meeting with all registered applicants to explain in more detail the RFA. The schedule of the grant award process will be discussed in that meeting.

### 5.2.10 FORMAT OF GRANT APPLICATIONS

Applicants to the LGP/NEXOS LOCALES grants program may first be asked to submit an initial two page application in response to the APS, REol, and/or RFA (format to be provided in the solicitation documents). The initial application must be signed by the Director of the applicant organization. Initial applications will be reviewed against the minimum eligibility criteria listed above in section 4.1. Within fifteen (15) days of initial application submission, applicants will be notified whether they enter full proposal phase and will be invited to submit a full proposal.

In the full proposal phase, applicants are asked to submit a full proposal, (maximum of 15 pages without annexes, format to be provided in the relevant solicitation documents). The full proposal further details the proposed activity, provides a detailed implementation calendar and performance targets and budget. Sections of an application may include, but is not limited to the following:

- I. Organizational Profile

2. Technical Approach
3. Gender, Youth, and Indigenous People Integration Plan
4. Institutional Capacity and History of Performance
5. Environmental Compliance
6. Estimated Budget and Cost Sharing
7. Project Timeline
8. Branding and Marking Plan
9. DUNS number and SAM registration

In reviewing proposals, the GEC may request additional information to verify relevant information in the proposal. Applicants may also be asked to submit financial statements or other supporting materials, or to further develop/refine their proposal, revise their budget, etc. The pre-award proposal must be signed by the Director of the applicant organization and its Board of Directors.

All information received from applicants shall be considered proprietary and held in strict confidence by those individuals who review the application in order to protect the integrity and privacy rights of the grant applicant. All electronic grantee applications will be safeguarded and secured in DAI's TAMIS database with limited access provided to the Grants Manager, Chief of Party, Deputy Chief of Party, Home Office Project Manager and Contracts Administrator. Hardcopy applications will be archived in a locked cabinet with key holders identified by the Chief of Party.

#### 5.2.11 USAID APPROVAL

USAID approval is required for all grants. The Contractor will submit to USAID a recommendation memo summarizing the award process, identifying the potential grantee(s), cost reasonableness and the program description of the selected applicant. The Contractor will not proceed with the signing of the grant until the approval of USAID has been obtained in writing. The COR will only approve technical content of the subaward. The procurement process and determination of cost reasonableness is the responsibility of the Contractor.

## 6. GRANT EVALUATION COMMITTEE AND SELECTION

### 6.1 GRANTS EVALUATION COMMITTEE

All applications will be reviewed by a Grants Evaluation Committee (GEC) in accordance with the evaluation criteria specified in the RFA. The Grants Manager or his/her designee will screen grant applications and only forward to the GEC for review of applications which meet the minimum eligibility requirements of the solicitation.

The GEC will consist of at least five LGP/NEXOS LOCALES Project representatives and a USAID Representative as a non-voting member when available. All project representatives of the GEC are voting members; the USAID representative(s) will not be voting members, but will have veto power. All participants will score each application individually strictly in accordance with the evaluation criteria prescribed in the RFA. In the event the Committee reviews an

unsolicited proposal, the evaluation criteria will be at least similar to the evaluation criteria mentioned in Section 6.2.

After the individual scoring is completed, the GEC will meet to discuss and justify their scores and will have the opportunity to amend their scores based on discussions with other members of the committee. The Grants Assistant would be responsible for taking notes and aggregating final scores of each member. The grant(s) will be awarded to the organization(s) that provides best value to the LGP/NEXOS LOCALES project, both technical and cost considered.

The GEC will have administrative, technical, and financial review responsibilities. Members are technical and administrative staff of the LGP/NEXOS LOCALES Project and can be expected to make sound judgments of the technical aspects and feasibility of the proposed projects.

It will be the role of the Grants Assistant to provide the Grants Evaluation Committee the RFA and any annexes thereof, all the needed background information and written instructions to the individuals on the GEC.

The Grants Manager will take steps to ensure that members of the GEC—as well as any other LGP/NEXOS LOCALES staff involved in the review/approval—do not have any conflicts of interest or the appearance of such with regard to the organizations whose applications are under review.

“An individual shall be considered to have the appearance of a conflict of interest if that person, or that person’s spouse, partner, child, close friends or relatives, work for or are negotiating to work for, or have a financial interest (including being an unpaid member of a Board of Directors) in any organization which submitted an application currently under the Committee’s review”.

In case of potential conflict of interest, the committee member must recuse him/herself from the review process. Members of the evaluation committee shall neither solicit nor accept gratuities, favors, or anything of monetary value from parties to sub-Grants. Members of the GEC will be required to sign a Conflict of Interest and Non-disclosure Statement.

## 6.2 EVALUATION CRITERIA

Grant applications that meet minimum eligibility criteria will be reviewed based on more specific technical selection criteria. It is possible that the below evaluation criteria may vary slightly, as the LGP/NEXOS LOCALES grants program will have various windows for application and will publish discrete RFAs under each one. All selection criteria will be finalized in close collaboration with USAID. Selection criteria shall, at a minimum, include the following elements (the criteria will be updated in the relevant RFA prior to release - only COP approval is required):

- a. **Conformity to LGP/NEXOS LOCALES Project Objectives.** The proposed activity must directly support LGP/NEXOS LOCALES project objectives and contribute to one or more of the LGP/NEXOS LOCALES intermediate results.
- b. **Technical Approach.** Appropriateness of the proposed methodology, innovativeness, and ability to produce the intended outcomes. The technical approach must directly contribute to the achievement of LGP/NEXOS LOCALES expected results and

- performance under the activity, and must be measurable under one or more of LGP/NEXOS LOCALES indicators.
- c. **Cross cutting issues.** Does the proposed activity consider cross cutting issues of gender, indigenous perspective, Feed-the-Future (FtF) principles and youth issues in its approach?
  - d. **Sustainability.** What is the probability that the activities will be sustainable over the long term without continued external support?
  - e. **Institutional Capacity.** The organization must present evidence that it possesses the technical, managerial, and financial capacity to accomplish the proposed task.
  - f. **Environmental Compliance.** Does the proposed activity meet environmental compliance criteria?
  - g. **Cost.** The proposed cost should be within the expected range as mentioned in the RFA and should be reasonable, allocable, and allowable.
  - h. **Cost Sharing.** What is the % cash and/or in-kind contribution from the grantee to the overall project? Is the applicant also partnering with other stakeholders to leverage funding? (Note that cost-sharing cannot be mandated on Fixed Amount Awards.)
  - i. **Branding and Marking.** What is the applicant's proposed Branding Strategy and Marking Plan? The branding strategy implementation and marking shall comply with "USAID Graphics Standards Manual" available at <http://www.usaid.gov/branding> and any successor branding policy as detailed in the ADS 320 as well as the LGP/NEXOS LOCALES approved Branding and Marking Plan.

The competency, suitability, and capability of eligible applicants will be evaluated based on the established criteria mentioned above. The Grants Manager or his/her designee will prepare a written record of the results of the Grant Evaluation Committee's evaluation and preparation of selection memorandum of each applicant. The written record will account for how the applications were evaluated in terms of the selection criteria, and will contain a recommendation with a justification for the final decision to fund, to not fund, or to take any other action.

### 6.3 COST SHARING.

Significant cost share is required for most, but not all grants. Cost-sharing or matching refers to that portion of project or program costs not borne by LGP/NEXOS LOCALES. All contributions, including cash and third party in-kind contributions, are accepted as part of the grantee's cost-sharing or matching when they meet the criteria established in the standard provision governing grantee contributions.

Grant cost sharing must be in conformance with applicable USAID guidance specifically, the Required as Applicable Standard Provision entitled "Cost Sharing." It is USAID's policy not to apply its source, origin, and nationality requirements or the "restricted goods" provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" on cost sharing amounts. These provisions, however, will be applicable to procurement funded

to grantee directly by the Contractor. In accordance with 2 CFR 200.307., program income may be used to finance the required cost-share portion of the grant award.

Further guidance on Cost Sharing can be found in ADS 303.3.10 (for information related to meeting cost sharing requirements, see ADS 303.3.10.4).

The nature and amount of cost sharing contribution must be clearly defined in the grant application and in the grant instrument. The applicant must identify the means to verify this contribution. In their grant applications, applicants should distinguish between co-funding that is already committed and co-funding that is only anticipated.

In-kind contributions such as office space, equipment, staff-time, telephone, electricity, etc., can be counted as cost share and a reasonable and fair value must be imputed by the applicant to this contribution so that it can be properly recognized. It is recognized that this will be the main contribution that many small, local NGOs and community associations will be able to provide.

The LGP/NEXOS LOCALES grants program have various windows for application, as described in section 2.2, each of which will be advertised with varying degrees and specifics in terms of required cost share. For this reason, the grants manual does not prescribe one overall cost share requirement for the grants program more broadly.

## 6.4 ENVIRONMENTAL COMPLIANCE

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities.

In accordance with the paragraph above, DAI takes environmental impact issues into account for all grant activities and find ways to protect the environment in areas related to any award. DAI will ensure that all appropriate environmental guidelines for LGP/NEXOS LOCALES are included within the framework of all grant agreements, and that relevant mitigation measures described in the pertinent Threshold Decision for specific types of activities are funded and implemented, including any necessary training or capacity building, and adequate monitoring.

Specifically, DAI will ensure that grantees adhere to the requirements set forth in the prime contract and the approved Environmental Threshold Decision and other approved environmental documentation: the Pesticide Evaluation and Safer Use Action Plan (PERSUAPs), the approved Amendment to that PERSUAP, the project Environmental Mitigation and Plan and Report (EMPR) and other approved environmental documents. In addition, the USAID Forward strategy promotes improved capacity for local partners to manage USAID activities, including environmental compliance.

DAI must submit activities details for the Programmatic Pesticide Evaluation Report and Safe Use Action Plan (PERSUAP) to the USAID/Guatemala MEO before administering any grant.

Last, Annexes 10 to 16 are illustrative forms needed for Environmental Compliance. On-line forms are available for registered USAID Guatemala projects at the following webpage: [www.monitor-g.net](http://www.monitor-g.net).

**Specific and practical steps for compliance include the following:**

**Environmental review in all awards.** All grant documents will make reference to requirements for environmental review and mitigation measures to address environmental risk for both technical and financial bids. Presence of appropriate analysis in technical and financial proposals will be positively valued for selection of winning applicants. LGP/NEXOS LOCALES will participate in a pilot program to automate the Environmental Compliance process through the following website: <http://www.monitor-g.net/>. The forms and templates included in this manual are therefore illustrative.

**Review prior to obligation.** Prior to obligation of funds and project implementation, all sub-projects (grants, subcontracts, localized actions with implementing partners) must be screened for environmental risk using Annex 11: Environmental Screening Form (which is “Table 1” in USAID’s broader EMPR format). Any partner chosen to implement a subproject is subject to Environmental Due Diligence screening prior to obligating funds (Annex 14: Partner Environmental/Social Screening (EDD) Including Financial Intermediaries). The folder (electronic or paper) for every subproject (including grants) will have a copy of the Environmental Screening Form/“Table 1” and the EDD screening forms.

According to the level of risk determined by the Project Environmental Officer or DCOP (through the Environmental Screening Form/“Table 1” process), each subproject may need additional environmental documents and clearances prior to obligating funds. If the Environmental Screening Form/“Table 1” shows medium risk, the team must develop a mitigation plan (Annex 12: Identification of Mitigation Plan (“Table 2” in USAID’s broader EMPR format) and a monitoring plan Annex 13: Environmental Monitoring and Evaluation Tracking Table (“Table 3” in USAID’s broader EMPR format). No funds may be obligated without the required documents and approvals.

**Pesticide clearance.** If a grant activity will involve procurement/use of pesticides, the team must also complete the Pesticide Procurement Clearance Form, available in Annex 16: Pesticide Procurement Clearance Form. Procurement of synthetic pesticides is an area of particular concern for USAID. Selection and use are governed by the approved Mission-wide PERSUAP and, when approved, by the amendment to that PERSUAP prepared by the USAID/WINNER project.

**Clearance.** To assure that all proper steps have been taken, the grants team must complete the Grants and Subcontracts Environmental Clearance form (Annex 15: Environmental Grant and Sub-contract Clearances by Administrative Staff) before proceeding with finalizing the grant agreement and obligating funds. This form will be kept in every subproject folder.

**Environmental clauses in the grants or subcontracts agreements.** Each agreement between the LGP/NEXOS LOCALES project and an implementing partner will incorporate the environmental responsibilities of the parties; illustrative language is found in Annex 17: Model Language for Implementing Partner Agreements and Grants Agreements.

**Reports to USAID.** The existence of environmental review documentation will be reported to USAID yearly, and the documentation of environmental review prior to obligating funds will be kept for USAID environmental or technical reviews. Every subproject's paper or electronic archive will contain copies of environmental review for verification during audit.

**Renewals.** Renewal of any grant or subproject will require a report on implementation of mitigation measures using the A-EMPR format for the subproject.

**Use the EMPR.** Once approved, the Project Environmental Mitigation Plan and Report (EMPR) is the project-specific reference for environmental compliance.

## 6.5 PRE-AWARD RESPONSIBILITY AND RISK DETERMINATION (ADS 303.3.9)

The recommendation or selection of an application in accordance with established procedures does not in any way guarantee the award. The COP or his designee makes the final determination of the award and must be fully satisfied that the applicant has the capacity to adequately perform the award in accordance with the principles established by USAID. Applicants for Standard, Simplified Grants, or In-Kind Grants must demonstrate that they possess, or have the ability to obtain, the necessary management competence to practice mutually agreed upon methods of accountability for funds and other assets provided by the LGP/NEXOS LOCALES project. In addition, the Contractor must evaluate the risks posed by applicants before making the award in accordance with the principles established by USAID and the Office of Management and Budget (OMB) (see **2 CFR 200.205**). The GEC team will evaluate both risk and financial management capabilities during a Pre-Award Responsibility and Risk Determination.

The Accounting System and Financial Capability Questionnaire are used to assist in the process of evaluating a grantee's financial management capability. Contractor may also verify financial responsibility and institutional capacity by inspections of annual financial statements, audit reports, letters from other donors, and/or on-site visits. Contractor will ensure, at a minimum that the grantee's financial control systems permit them to identify, segregate, accumulate and properly record all costs incurred under the grant.

In order to assess risk, the GEC will review the applicant's history of performance. An applicant must provide a list of all its cost-reimbursement contracts, grants, or cooperative agreements involving similar or related programs during the past three years. The reference information for these awards must include the performance location, award number (if available), a brief description of the work performed, and a point of contact list with current telephone numbers. The Grants Manager will determine whether to require this information as part of the initial application or later from the apparently successful applicant(s). The GEC chair must validate the applicant's past performance reference information based on existing evaluations to the maximum extent possible and make a reasonable, good faith effort to contact all references to verify or corroborate the following:

- How well an applicant performed,
- The relevancy of the work performed under the program,
- Instances of good performance,
- Instances of poor performance,
- Significant achievements,
- Significant problems, and
- Any indications of excellent or exceptional performance in the most critical areas.

The GEC chair and the Grants Manager may use the Contractor Performance Assessment Reporting System (CPARS) and the Past Performance Information Retrieval System (PPIRS) if there is information available on the Grantee in these systems, taking into account the differences between performance under acquisition and performance under assistance. The Grants Manager and the GEC chair may contact references other than those provided in the application, if the RFA, APS, or REoI state that it is allowed.

The Grants Manager, the Grants Assistant, the Finance & Administration Manager, and/or the DCOP may visit the potential winning grantee at their office and do a pre-award risk survey and responsibility determination survey and discuss all matters regarding the award. All findings will be included in the grant Negotiation Memo.

Based on the findings of the Pre-Award Responsibility and Risk Assessment, the COP may, with DAI Home Office clearance, make the following decisions depending on the results of the responsibility determination:

- Make the award;
- Deny the recommendation and not approve the award; or
- Award with "Special Award Condition" (ADS 303.3.9.2 – Grantee Specific Conditions)

## 6.6 COST ANALYSIS AND NEGOTIATION

Each element of the cost application shall be reviewed by the Grants Manager with the assistance of the Finance & Administration Manager to determine whether it is reasonable, allowable and allocable in accordance with the applicable cost principles and OMB Circulars for U.S. Federal government grants.

Specifically, the cost analysis and cost realism will assist in determining:

- a. The extent of the prospective grantee's understanding of the financial aspects of the program and the grantee's ability to perform the grant activities within the funds requested;
- b. The extent to which the applicant's plans will accomplish the program objectives with reasonable economy and efficiency; and
- c. The degree to which budgeting is clear and reflects best use of grant resources and counterpart contribution.

The negotiation process must be documented, along with other pre-award determinations in a Memorandum of Negotiation. The Memorandum of Negotiation must include the cost analysis and provide any other relevant details on points negotiated.

In the case of awarding Fixed Amount Award (FAA) to Non-Government Organizations, the Contractor must have adequate cost information available to allow the COP or his designee to determine and negotiate the fixed price of the grant and payment structure. The Contractor must document the rationale for selecting the FAA mechanism. Under the FAA mechanism, the applicant must not procure real property such as land or land improvements.

## 6.7 NEGOTIATION MEMORANDUM

Prior to award, the Contractor and the Grantee will enter into negotiations on the cost for the total award and technical implementation. The Contractor is responsible for determining that the cost proposal meets the objective(s) of the proposed program by the applicant and that cost are reasonable, allowable and allocable. A memo of negotiation will be prepared for each award and shall, at a minimum, include the following: cost analysis, summary of selection process, technical evaluation, competition process, explanation of award, etc. Negotiation Memorandums will also be prepared for any approved grant modifications.

## 6.8 AWARD ELEMENTS

After pre-award survey and responsibility requirements have been satisfied and final negotiations completed, the Contractor will prepare the negotiation memorandum for submission to USAID. All of these have to be completed prior to submission to USAID for approval.

Once approval is obtained from USAID the Contractor will finalize the grant agreement, obtain the grantee signature and countersign the approved Grant.

The LGP/NEXOS LOCALES Chief of Party shall have the sole authority to sign grant agreements and subsequent modifications, if necessary. In the event the COP is not available, the grant agreements will be signed by the Home Office Contracts Administrator.

# 7. GRANTS PROGRAM ADMINISTRATION

## 7.1 GRANTS IMPLEMENTATION PLAN

The grants implementation plan has a number of purposes:

1. Execute the LGP/NEXOS LOCALES Grants Program in compliance with the USAID ADS [Automated Directive System] 302.3.4.8, 302.3.5.6 and Grants under Contract Memo dated March 31, 2014 so that grant awards will be administered in accordance with the requirements of 2 CFR 200, 2 CFR 700, ADS 303, the provisions of the Contract, and applicable Federal law which are fully described in the Grants Manual;
2. Adhere with all programmatic and administrative assurances and other administrative certification requirements;
3. Establish a grants management task force to execute the grants program, how it will be managed, monitored and evaluated, and consolidate target results in LGP/NEXOS LOCALES Monitoring Plan (PMP); and
4. Have clear distribution and allocation of grants funds in the three to five-year period.

### 7.1.1 PROGRAMMATIC ASSURANCES

1. Funds made available through the grant will be used only to implement activities that are complementary to the LGP/NEXOS LOCALES Intermediate Results;
2. Awards will only be made to eligible entities of which the criteria are fully described in this LGP/NEXOS LOCALES approved Manual;
3. Grants activities will be implemented only to support activities in Guatemala's Western Highlands. The Contractor will make every attempt to work with local partners that have proven know-how and experience in the results areas. The grants will be provided to non-governmental organization (NGOs) and/or micro, small and medium scale enterprises which may include national or international organizations or U.S. Non-governmental organizations, and local government entities. To the extent possible, USAID would like to encourage the use of national organizations;
4. The Grants activities will ensure that no person shall, on the basis of race, ethnic, religion or sex be excluded from participation in the program; and
5. The grants program will consider religious and indigenous organizations on the same basis as other non-government organization (NGOs).

### 7.1.2 ADMINISTRATIVE ASSURANCES

1. USAID will be significantly involved in establishing selection criteria and must approve the actual selection of grantees, the identity of the proposed grantee, the amount of the proposed grant, and the nature of the grant activities;
2. The Contractor will apply the same requirements that would apply to USAID-executed grants;
3. The Contractor must include in the grant the right of DAI/USAID to terminate the grant activities unilaterally in extraordinary circumstances;
4. Selection of grants grantees will be in accordance with the competition requirements as described in the LGP/NEXOS LOCALES Grants Manual;
5. The Contractor will develop an information data base, TAMIS, to manage and communicate with USAID on all aspects of the grants;
6. Grant funds will be made available after the work plan and grants manual have been approved;
7. If warranted, the Contractor may provide periodic advances to grantees, in accordance with the Required-as-Applicable Standard Provision, unless USAID shall have agreed to another payment mechanism;

8. The Contractor may not award any grant for a period extending beyond the estimated termination or completion date of the Contract and whose term should allow for the orderly close-out prior to the expiration date of the contract;
9. All grants funds will be managed under a separate account;
10. The Contractor will conduct full onsite review of each such grantee, follow-up reviews, and other reviews as appropriate to assure that grant activities are done in accordance with the respective agreements and contributing to the targets described in the LGP/NEXOS LOCALES program description and further communicate results with USAID; and
11. Ensure that all grants files are managed properly according to the Grants Master File.

### 7.1.3 DISTRIBUTION AND ALLOCATION OF GRANTS FUND

The total LGP/NEXOS LOCALES grant fund is US\$2.4 million for the three year base period and an additional \$1.4 million for the two one-year option periods if exercised. The Contractor will award grants as appropriate and will place greater emphasis on the quality of grants rather than quantity of grants in a given period.

## 7.2 GRANTS ADMINISTRATION

Award administration encompasses all dealings between the Contractor and the grantee from the time the award is made until the end of LGP/NEXOS LOCALES Project support. The specific nature and extent of administration will vary from award to award. It can range from reviewing and analyzing performance reports, to performing site visits, to a more technically developed involvement of project implementation.

Post award orientation with the Grantee and LGP/NEXOS LOCALES project technical staff is encouraged to clarify the roles and responsibilities of the LGP/NEXOS LOCALES project officials who will administer the award. The Grants Manager shall serve as the mandatory control point of record for all official communication dealing with grant administration.

The Grants Manager shall provide for the continuing oversight by appropriate LGP/NEXOS LOCALES project staff of the financial management aspects of the award through reviews of reports, correspondence, site visits or other appropriate means. All grants are subject to audit.

Site visits are an important part of effective award management. Joint site visits by the Contractor/the LGP/NEXOS LOCALES technical staff and USAID are encouraged, since they can often be a more effective review of LGP/NEXOS LOCALES. A brief report highlighting the findings will be completed and included in the grant file.

Grants are subject to the provisions established and included in each award. The Grants Manager or his/her designee shall determine that the award does not contain administrative approvals that are in conflict with the grant provisions, stated regulations and policies. The Grants Manager is responsible for processing all award agreements modifications, suspension and termination actions. All matters regarding grants administration are recorded in the TAMIS.

## 7.3 FINANCIAL CONTROL SYSTEM

The grantee shall maintain books, records, documents, and other evidence relating to the grant agreement. Accounting records that are supported by documentation will at a minimum be

adequate to show that all costs incurred under the grant are allowable, control receipt and use of goods and services acquired under the grant, control costs of the grant supplied from other sources (non-USAID funds), and the overall progress of the LGP/NEXOS LOCALES grant activities.

All grantees will be subject to regular and periodic monitoring visits and reporting requirements. Every visit will be documented thru a visit report signed by the visitor and cleared by the supervisor. The report must describe any problems found, action taken, by when and by whom. There should be a documented follow up of actions to be taken until the action is fully implemented. All grantees must submit a final report on activities and expenses supported by the grant. Quarterly expense and activity reports in addition to a final expense and activity report must be submitted to the Contractor, or as otherwise specified in the grant.

Grantees will be required to adhere to USAID regulations, including requirements to maintain records for a minimum of three years after end of the grant to make accounting records available for review by appropriate representatives of USAID or the Contractor. All grantees are subject to USAID audit regulations.

Grantees must report their cost-share contribution through required financial reports, accompanied by supporting documentation, as described in the Required as Applicable Provision on Cost Share, which is a Mandatory Provision for all LGP/NEXOS LOCALES grants.

The Contractor must closely monitor overruns in cost/expenditure categories or main line items. If major budget shifts are anticipated or observed, it is prudent that at least three months in advance the Contractor issues a modification to ensure proper monitoring and to avoid overruns. Under certain circumstances, the grantee may shift budget line item but not to exceed 10% of the respective budget line item being shifted. Overruns are not allowed. Activities must be previously authorized. Unauthorized expenditures is a violation of the Antideficiency Act.

A separate bank checking account must be used for depositing and expending the disbursed funds. The account name must be the official name of the grantee. No other funding shall be deposited into this account and no other expenditures shall be paid from this account.

## 7.4 MONITORING AND EVALUATION

LGP/NEXOS LOCALES will use a variety of mechanisms to monitor grantees' performance, including evaluating end-of-activity results, conducting site visits of activities underway, and reviewing periodic reports. Grantees are required to report data to feed into LGP/NEXOS LOCALES's Performance Monitoring Plan. In addition, the Grants Manager and Monitoring and Evaluation Specialist will create a Grants M&E system to monitor the dollar amounts, gender base of organization/individual, cost share contribution, environmental compliance, progress percentage for each grantee, and activity/intervention and type of each grant agreement.

The grantee is required to submit to LGP/NEXOS LOCALES periodic narrative and financial reports, as detailed in the grant agreement. These reports are key to the transparency, accountability, and responsibility that must be maintained for a mutually beneficial arrangement between LGP/NEXOS LOCALES and the grantee during the duration of the grant. These reports are important management tools allowing LGP/NEXOS LOCALES to monitor the grantee's program performance.

The relevant project Technical Specialist, Grants Assistant, Grants Manager, and the D/COP are responsible for verifying that reports are received on time, reviewing them for completeness, and monitoring progress against set benchmarks. If there are problems in implementation, a report is incomplete, and/or the verifiable program milestones have not been met, the Grants Manager will bring these issues to the attention of the COP, and the COP will decide the appropriate action to be taken, including but not limited to termination of the grant, a financial audit, and/or legal action.

The grant agreement will specify the reports required for a given grant. In addition to financial and management reports, grantees may also be required to submit the following:

- Quarterly progress report: Quarterly progress reports that describe the progress towards achievement of the objectives and results by milestone. Quarterly reports include outputs; summary of major accomplishments, unexpected or unplanned outcomes/activities, and financial reports showing previous quarter cumulative expenditures and next quarter projected expenditures.
- Grant completion report: The grantee is obligated to submit to the Contractor the grant completion report both the technical progress and financial reports. LGP/NEXOS LOCALES reserves the right to withhold final payment pending submission of an acceptable grant completion report.

Depending on the grant activity and grantee's capacity, exceptions to submitting reports may be made by the Grants Manager after consultation with the technical team and the COP. In these situations, the reporting requirements may be waived or LGP/NEXOS LOCALES may assist the grantee in producing the quarterly and/or completion report.

TAMIS will be used to document the M&E process and will be carried out by the Grants Manager in collaboration with the technical team and the COP.

## 7.5 BRANDING AND MARKING

The branding strategy implementation and marking shall comply with "USAID Graphics Standards Manual" available at <http://www.usaid.gov/branding> and any successor branding policy as detailed in the ADS 320 as well as the LGP/NEXOS LOCALES approved Branding and Marking Plan. All grant documents published by the grantee shall identify the activity as **USAID Local Governance Project /NEXOS LOCALES**. Publicity materials and communications shall clearly reflect that this activity is provided by the American People through USAID with the close collaboration and support of the Government of Guatemala. No other organizations or bodies shall be acknowledged publicly in connection with the LGP/NEXOS LOCALES unless the branding and marking have been approved in advanced by USAID. USAID marking will be included on any products, equipment, places where activities are carried out, external public communications, studies, reports, publications and informative and promotional products, and workshops, conferences, fairs and any such events.

The branding strategy should describe how the program, project, or activity is named and positioned; how it is promoted and communicated; and identifies all donors and explains how they will be acknowledged. The Marking Plan should detail the public communications, commodities, and program materials intended to visibly bear the USAID Identity. Grant applicants will submit a Branding and Marking plan at the time of grant application.

## 7.6 USE AND DISPOSITION OF PROJECT INCOME

Program Income is defined as income earned by the grantee that is directly generated by a supported grant activity or earned as a result of the grant award. It may result from activities integrally related to the grant, or from activities which are incidental to the main purpose of the grant. Program income is any income earned by a grantee during the grant period.

Examples of program income include:

- a. Fees for services performed and for the sales of services, e.g., sale of computer time
- b. Use or rental of real or personal property acquired with grant funds
- c. Sale of commodities or items fabricated under the grant, e.g. publications
- d. Payments of principal and interest on loans made with grant funds
- e. Any donations that are solicited by the grantee during a grant activity

The Grantee will inform the Contractor of any program income generated under the grant and agrees to Contractor's disposition of such program income which is in accordance with 2 CFR 200.307 and Standard Provisions for Non-U.S. Non-Government Organizations. Program income earned under this agreement shall be applied and used in the following descending order:

- a) Added to funds agreed in the grant agreement to further implement LGP/NEXOS LOCALES to achieve additional agreed upon grant program targets;
- b) Used to finance the non-Federal share of LGP/NEXOS LOCALES or program; and
- c) Deducted from the total project or program allowable cost in determining the net allowable costs on which the federal share of costs is based.

Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided that these costs have been charged to the award and they comply with the applicable rules for allowable costs under grants.

If program income ("gross income earned by the grantee that is directly generated by a supported activity or earned as a result of the award") is anticipated during the award period, the purpose, procedures and use of this income by the grantee or donation by the grantee to another organization must be specifically stated in the award. The complete definition of program income is found at 2 CFR 200.307 [<http://www.ecfr.gov/cgi-bin/text-idx?SID=c16296aecfef71d582e0634cf6658cf1&node=2:1.1.2.2.1.4.29.8&rgn=div8>]; suggestions on how to direct the use of program income are found at 2 CFR 200.307 and program income may be used to finance the grantees' cost-share of the grant award.

## 7.7 CASH DISBURSEMENTS

For U.S. Non-Governmental Grantees, the Contractor must ensure that the grantees have the ability to comply with 2 CFR 200, Parts 200.302-200.305 and 700.7-700.8. The Mandatory and Required Applicable Standard Provisions for Non-U.S., Non-Governmental Grantees that apply to cash disbursement grants will be incorporated into the grant agreement where applicable. Cash disbursement shall be made in local currency at the official exchange rate on the day of the disbursement.

During the pre-award responsibility determination (section 6.5), the grantee's financial management capability will be evaluated, and the grantee's financial responsibility and institutional capacity will be verified. Based on the results of the pre-award responsibility determination, Contractor will ensure, at a minimum, that the grantee's financial control systems permit them to identify, segregate, accumulate and properly record all costs incurred under the grant. Contractor shall make every effort to determine the grantees ability to manage and financially support the grant award.

Cash payments will be provided in such a way as to minimize the potential for waste or fraud. Payments based upon the grantee's incremental progress are acceptable. Reimbursement based on presentation of receipts and other justifying documents is the other authorized method of payment. These two methods of cash disbursement are described below:

Incremental Payments. In order to qualify for payments, the grantee's accounting and financial management systems must conform to standards for funds control and accountability required under USAID and Federal regulations (ADS 303.3.9 and 2 CFR 200, Parts 200.302-200.305 and 700.7-700.8). New grantees are free to use their existing accounting systems, so long as they meet those applicable standards as set forth in the CFR, and the applicable Standard Provisions. Other guiding principles to cash advance disbursements include:

1. Funds shall not be commingled with other grantee owned or controlled funds.
2. Grantees should liquidate any prior advances before new advances are released; and,
3. 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.

After the budget has been negotiated and the grant agreement has been signed, the grantee shall begin receiving disbursements for each upcoming benchmark (which should be at least monthly). Benchmarks must be achieved before the specified disbursement is made,

All interest and other refunds by award grantees hereunder will be made to a special, non-commingled, interest-bearing account established by the Contractor and/or grantee (the "Separate Account"). The Contractor and/or grantee has no beneficial interest in any funds in the Separate Account. Funds in the Separate Account shall be paid annually to USAID, as directed by the COR. At the conclusion of the Contract, any funds remaining in the Separate Account shall be returned to USAID and any interest shall be refunded to the U.S. Government.

Reimbursement. If a grantee's financial management systems do not conform to standards for receiving incremental payments, the grantee may still be eligible to receive reimbursements. As benchmarks are achieved, the grantee can submit the DAI Reimbursement Request form (based on Standard Form 1034 "Public Voucher for Purchases and Services Other than Personal" and SF 1034A, Continuation of SF 1034). Each reimbursement shall be identified by the grant number and shall state the total costs for which reimbursement is being requested. The grantee shall attach all receipts and other appropriate documentation.

## 7.8 DEBARMENT AND TERRORIST FINANCING

To ensure that LGP/NEXOS LOCALES does not award grants to applicants that have been debarred, suspended or proposed for debarment, apparently successful applicants will be checked against the US Government's Excluded Parties List. As such, LGP/NEXOS LOCALES

team will perform a search for the applicant's name on the Excluded Parties List (<http://www.sam.gov>) and document the outcome.

Moreover, to prevent against providing support to entities determined to have committed or pose a significant risk of committing acts of terrorism that threaten U.S. interests, the Contractor must compare each proposed grant action against specific databases. LGP/NEXOS LOCALES must:

- Check the master list of OFAC Specially Designated Nationals List (SDN) and the database formerly known as EPLS, at [www.sam.gov](http://www.sam.gov).

Supporting documents showing that these searches have been performed must be printed and filed. They should also be recorded on TAMIS and submitted to USAID as part of the approval request.

Executive Order No. 13224 also deems that the Prime Grantee (i.e., DAI) will consider all information about potential grantees of which it is aware and all public information that is reasonably available to it or of which it should be aware. Locally available information (newspapers, radio, television, etc.) may be used to ascertain whether an individual or organization is defined within the Executive Order parameters. In other words, DAI is not absolved of its responsibility for providing support to an individual or organization just because the organization doesn't appear on the database searches if Contractor members should have reasonably known that the person or company has committed or pose a significant risk of committing acts of terrorism that threaten U.S. interests.

## 7.9 PROCUREMENT PROCEDURES

### 7.9.1 PROCUREMENT STANDARDS

The Contractor will establish standardized written procurement procedures. These procedures shall provide, at a minimum, that:

- DAI, or the grantee, will avoid purchasing unnecessary items;
- Where appropriate, DAI or the grantee will determine whether lease and purchase alternatives is the most economical and practical procurement; and
- The DAI Grants Manager will document a price or cost analysis in its procurement files in connection with every procurement action. Price analysis will be accomplished in various ways, including the comparison price quotations submitted, and market prices, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.
- For procurement elements or awards greater than \$10,000, further requirements may apply as found in the Standard Provision entitled "USAID Eligibility Rules for Procurement of Commodities and Services (June 2012)".

### 7.9.2 ALLOWABLE COSTS AND ELIGIBILITY RULES FOR GOODS AND SERVICES

Expenses incurred under the grants program must meet the following criteria in order to be eligible for reimbursement:

**Reasonable Cost:** 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 are reasonable and allocable and conform to any limitations in the award.

DAI is responsible for determining which costs are allowable and allocable under the grant.

The following guidelines will be used during the budget review stage of grant proposal evaluation, before the grant agreement is approved, to determine if a questionable cost is allowable:

- a) Review OMB Circular A-122, Attachment B, a list of “Selected Items of Cost” which describes what is and is not allowable, or allowable under what circumstances (for example, “alcoholic beverages: Costs of alcoholic beverages are unallowable”).
- b) Review ADS 312 “Eligibility of Commodities” for more information if an item to be procured is a restricted good or service.
- c) Determine whether the costs are reasonable, allocable and allowable.
- d) Contact the DAI home office for review and decision when appropriate.
- e) Prior to incurring a questionable cost, obtain USAID’s Contracting Officer written determination on whether the cost will be allowable. (This should be done even for cash disbursements, as DAI is accountable for the use of funds provided to the grantees.)

### 7.9.3 RESTRICTED GOODS AND INELIGIBLE GOODS

LGP/NEXOS LOCALES and/or the grantee must not procure any of the following goods or services without the prior written approval of the USAID Contracting Officer (CO).

- Agricultural commodities;
- Motor vehicles;
- Pharmaceuticals and contraceptive items;
- Pesticides;
- Fertilizer;
- Used equipment, or
- U.S. government-owned excess property.

Any commodities purchased by LGP/NEXOS LOCALES and/or the grantee must not be on USAID's list of “ineligible commodities”. The list consists of the following types of equipment:

- Military equipment;
- Surveillance equipment;
- Police and law enforcement and support equipment;
- Abortion equipment;
- Luxury goods;
- Gambling equipment;
- Weather modification equipment.

This provision is applicable when the costs for commodities will be paid for with USAID funds. This provision is not applicable if the grantee is providing for the goods or services with private funds as part of a cost-sharing requirement.

#### 7.9.4 SOURCE, ORIGIN, AND NATIONALITY

The authorized geographic code for the LGP/NEXOS LOCALES project is listed as **937**. LGP/NEXOS LOCALES's program is designed to adhere to these requirements. Goods and services may be procured from the United States, Guatemala, and "Developing Countries" other than "Advanced Developing Countries, excluding the "Prohibited Source Countries". Lists may be found at the following links:

List of Developing Countries (ADS 310) <http://www.usaid.gov/policy/ads/300/310maa.pdf>

List of Advanced Developing Countries (ADS 310)

<http://www.usaid.gov/policy/ads/300/310mab.pdf>

List of Prohibited Source Countries (ADS 310) <http://www.usaid.gov/ads/policy/300/310mac>

#### 7.10 EQUIPMENT

Equipment is defined as any tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. If the grant budget includes equipment the Provision for Non-U.S. Non-Governmental Grantees (Title to and Use of Property, Grantee Title) will be incorporated into the Grant Agreement.

In accordance with ADS 303.3.24(c) under the simplified grants, the grantee will not purchase any goods or services, except as authorized pursuant to 22 CFR 228 or ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID or any applicable waivers, and the grantee will not purchase any single item that has a useful life over one year and a cost of \$5,000 or more.

Notwithstanding, USAID will give clearance for such type of procurement upon approval of the grant itself. The purchase of equipment with a value exceeding \$5,000 is not authorized under a Fixed Amount Award. The project must follow standard procurement procedures. The grantee is required to use and maintain the equipment for the purpose of the award in accordance with the applicable standard provision and as summarized below:

- The grantee is required to maintain equipment records that include the description of the equipment, the source of the equipment, the title holder, the serial number or other identification, the acquisition date, the cost of equipment, the location, use, and condition of the equipment, and any ultimate disposition data including the date of disposal and the sale price of the equipment.
- The grantee is required to take an annual physical inventory of the equipment and reconcile the results with the equipment records and submit a copy of the physical inventory to DAI.

The table of the inventory should include:

Item	Serial No.	Cost	Condition

- In the grant agreement, the grantee will agree to indemnify, DAI and its Officers and Directors, including cost of defense, for any claim made against them arising out of the Grantee's performance of this grant agreement. This indemnity shall be in excess of DAI's

insurance policies, but not limited by the scope of such policies. DAI and USAID do not assume liability for third party claims for damages arising out of this grant.

- All subawards that include the purchase of furniture or equipment must include the following disclaimer: “Neither DAI nor USAID is liable to the grantee or any third party for damage resulting from the use of the equipment.”

## 7.11 SUPPLIES

Supplies are all property, excluding equipment procured under the grant.

If, for example, an in-kind grant awarded for repairing a community meeting room budgeted 100 sacks of cement, but only 80 sacks were used, the remaining 20 sacks would remain the property of DAI to fund a different grant needing cement. However, if this same grant were implemented through cash disbursements and the grantee purchased 100 sacks of cement but only used 80 sacks, the grantee must calculate the residual inventory. If unused supplies exceeds \$5,000 in total aggregate value upon termination or completion of LGP/NEXOS LOCALES and the supplies are not needed for other USAID or U.S. government-funded project or program, the grantee may retain the supplies for use on non-federal activities or sell them, but shall in either case compensate USAID for its share.

Supplies remain as the property of the Government and in the custody of DAI until formal disposition is conducted. The COR clearance is required to complete the disposition process for supplies; CO consent may be required.

## 7.12 TRAVEL

Travel conducted by grantee personnel to and from project sites shall be in accordance with the grant requirement and approved by the Contractor.

## 7.13 RIGHTS TO INTELLECTUAL PROPERTY

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

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

*“This study/report/Web site (specify) is made possible by the support of the American People through the United States Agency for International Development (USAID.) The contents of this (specify) are the sole responsibility of (name of organization) and do not necessarily reflect the views of USAID or the United States Government.”*

*“Est(e/a) [especificar: publicación, video, sitio Web u otro producto de información] es posible gracias al apoyo del Pueblo de los Estados Unidos a través de la Agencia de los Estados Unidos para el Desarrollo Internacional (USAID). El contenido de este (especificar) es responsabilidad exclusiva de (nombre de la organización y autor) y el mismo no necesariamente refleja la perspectiva de USAID ni del Gobierno de los Estados Unidos de América”.*

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

(c) The grantee shall provide DAI one copy of all published works developed under the award with lists of other written work produced under the award. At the end of LGP/NEXOS LOCALES, DAI shall submit one electronic or one hard copy of final documents (electronic copies are preferred) to PPC/CDIE/DIO at the following address:

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

Electronic documents may be submitted on CD-R or CD-RW or as e-mail attachments (pdf format), and should consist of only one electronic file that comprises the complete and final equivalent of the paper copy; otherwise, a hard copy should be sent. Acceptable software formats for electronic documents include Microsoft Word, Microsoft Excel and Portable Document Format (PDF). Each document submitted to PPC/CDIE/DIO should include the following information: 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) date of publication; 6) software name and version (if electronic document is sent).

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

(e) Except as otherwise provided in the terms and conditions of the grant, the author and/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.

## 7.14 GRANT AUDIT AND GRANT PROJECT MASTER FILE

USAID reserves the right to conduct financial reviews or audits of the Contractor and all of its activities, including its grants, and to otherwise ensure the adequate accountability of organizations expending USG funds. Grant files kept by the LGP/NEXOS LOCALES Grants Manager will contain the essential documents to demonstrate that each grant was successfully completed and that funds were spent prudently with costs justified.

Upon USAID approval, LGP/NEXOS LOCALES may contract with external auditors to perform audits of the grantee's program implementation with respect to expenditures.

In order to prepare the grant files for closeout, the Grants Manager will maintain an on-going official grant **"Master File"** or binder, which includes documents associated with the particular grant. An auditor with very little prior knowledge of LGP/NEXOS LOCALES will be able to quickly review the file and conclude whether the grant funds were used for their designated purpose, whether systematic and competitive procurement procedures were used, and whether all funds were properly accounted for. At closeout, LGP/NEXOS LOCALES staff will also ensure that all entries in the grants management database are complete, which will help guide an auditor through DAI's grants management system.

**The Master File** will include, at a minimum:

- 1) RFA, APS, REol documentation
  - Copy of all RFAs, APSs, REols
  - USAID approval of grant concept note, program statement or scope of work.
- 2) Grant Documents
  - Proposal from grantee
  - Evaluation Committee scoring sheets and bid committee summary
  - Negotiation Memorandum
  - Certification of environmental compliance
  - Proposal Competition Record
  - Pre-Award Responsibility Determination (background checks)
  - Signed grant approval from USAID
  - Signed Grant Agreement
  - Signed Addenda to agreement, where applicable
  - Any extensions or additional approvals from USAID (including print-outs of approval emails), where applicable
  - Grant Budget and any budget amendments
  - Grant correspondence
  - Grantee Certifications
- 3) Procurement Documents
  - Bidding documentation (see section VI, Procurement Procedures)
  - Procurement Negotiation Memorandum
  - In-kind agreements with vendors, if used
  - If a single item qualifies as non-expendable and was given to a grantee, the file must include an inventory list of such goods and equipment and must be disposed of to the grantee with the CO's permission.
- 4) Financial Documents
  - Financial reports from grantee (these can be stored separately, if organized by grant number)
  - The financial documents themselves may be included in the grant file, or there can be a spreadsheet that cross-references grant payments with separate field-based Finance Department files. This permits an auditor to look up original receipts and other financial documentation for each grant as needed.

- 5) Reporting and Evaluation Documents
  - Final reports from grantee
  - Reports on payment of foreign taxes
  - Monitoring reports
  - Impact assessments
  - Additional demonstration of activities (i.e. photographs, recordings of radio PSA, video files of conference events, newspaper clippings, and so on.)
  - Grant paperwork beyond a single copy of the items on this checklist can be disposed of after closeout.
  - Progress Report
  
- 6) Closeout Documentation
  - Grant Closeout Letter
  - Closeout Checklist

## 7.15 RECORDS RETENTION

The Contractor will act as custodian for USAID of all records relating to grants under the Contract. The Contractor will preserve all records with respect to its grant-making (including with respect to the deliberations of all Review Panels) and administration hereunder.

USAID and the Comptroller General shall have full access to all documents, papers and others records of the Contractor with respect to its duties hereunder. At the conclusion of the Contract, the Contractor shall consult with the COR for direction as to which records shall be transferred to USAID.

## 7.16 CLOSEOUT PROCEDURES

Closeout of all grants awarded under the Standard and Simplified formats shall be conducted by the Contractor in accordance with 2 CFR 200.343 and ADS 303.5

Grant closeout for Fixed Amount Awards will be accomplished with acceptance of the final milestone and the approval of final payment. In-Kind grant close out will be accomplished upon completion of all activities and receipt of USAID approval for formal disposition of equipment to the grantee, as well as grantee acceptance in writing of said equipment.

The Contractor is responsible for ensuring that the grantee has completed all requirements for closeout and shall include information on grant closeouts in the monthly report of grant activities.

USAID reserves the right to direct the Contractor to unilaterally terminate grants entered into by the Contractor for the LGP/NEXOS LOCALES activity.

## 7.17 LANGUAGE

The text of the all grant agreements to Guatemalan organizations shall be in English and Spanish. The English version shall take precedence. Translation of documents must be carried out by a certified translation professional.

## 8. TERMINATION, SUSPENSION, AND MODIFICATION

Language must be included in the grant agreement giving the Contractor the right to terminate a grant, in whole or part, or suspend payments, should the grantee become insolvent during the performance of the award or should the grantee not meet their responsibilities as set forth in the Grant Agreement. A termination letter will be placed in the grantee's file and include the following:

- The reasons for the termination;
- The effective date; and
- The portion terminated (in case of partial termination).

### 8.1 TERMINATION AND SUSPENSION

Per the grant agreement, LGP/NEXOS LOCALES and/or USAID reserve the right to terminate or suspend a grant for the reasons listed below. If termination or suspension is considered, it should only be undertaken after a full discussion with the USAID COR, CO or designee, LGP/NEXOS LOCALES's Chief of Party, and the Grants and Subcontracts Manager. USAID retains the right to terminate grant activities unilaterally in extraordinary circumstances. Termination and suspension may be:

- **With consent of grantee:** LGP/NEXOS LOCALES may terminate or suspend the grant, in whole or in part, with consent of the grantee. Both parties shall agree upon termination/suspension conditions, including effective date and, in case of partial terminations, the portion of the award to be terminated. The bilateral agreement to terminate will be in writing.
- **Upon request of the grantee:** The grantee may terminate the award in whole or in part upon sending a written notice to LGP/NEXOS LOCALES. The notice must specify the reason for termination, the effective date, and, in case of partial termination, the portion to be terminated. If in the opinion of LGP/NEXOS LOCALES a partial termination will mean that the purpose of the grant will not be achieved, LGP/NEXOS LOCALES may terminate the award.
- **For convenience:** LGP/NEXOS LOCALES may terminate or suspend the grant, in whole or in part for any reason based on the convenience of LGP/NEXOS LOCALES or USAID. Under a termination for convenience, depending on the grant type, LGP/NEXOS LOCALES will pay for all costs incurred or milestones achieved at the time of termination and a pro-rata share of any deliverables or costs in progress.
- **For United States national interest:** If at any time USAID determines that continuation of all or part of the funding for a grant 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, USAID may instruct LGP/NEXOS LOCALES to suspend or terminate the grant in whole or in part on an immediate basis. Where possible the LGP/NEXOS LOCALES project will attempt to provide the grantee with 15 days advance notice of any suspension or termination. The length of suspension may be specified or processed on an open-ended basis.

### **Reasons for termination include:**

- **Termination for material failure:** LGP/NEXOS LOCALES may terminate or suspend the grant at any time, in whole or 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. Termination should only be invoked when all other corrective measures have failed. If an activity is well designed, then failure to achieve the objective will most likely result from either a wholly unanticipated event or condition or negligence on behalf of the grantee.
- **Financial insolvency of grantee:** USAID and/or LGP/NEXOS LOCALES have the right to terminate in whole or in part, or suspend payments should the grantee become insolvent during performance of the activity.
- **For convenience:** Described above.

### **Procedures for Termination:**

- **Termination or suspension initiated by LGP/NEXOS LOCALES:**

**Step 1:** The Grants and Subcontracts Manager, in coordination with the Technical Specialist or the Grant Assistant will present the case for Termination or Suspension to the LGP/NEXOS LOCALES COP.

**Step 2:** If the COP approves, a letter will be sent to the legal representative of the grantee outlining the problems observed and providing an explanation of a possible Termination or Suspension of the grant and soliciting them to present solutions to resolve the problem (s). USAID will be copied on the letter.

**Step 3:** The grantee will have 5 days to respond in writing. During this period the grantee may analyze options with LGP/NEXOS LOCALES staff. LGP/NEXOS LOCALES staff are not authorized to commit the program to any course of action other than that determined by the COP in his/her letter to the grantee.

**Step 4:** Upon receipt of a written response from the grantee, or in the absence of a written response within the 5 days period, the COP, in consultation with the Grants Manager, relevant Technical Specialist and the USAID COR will make a final determination as to termination or suspension and the conditions and timing for such termination and suspension. Once the decision is made, another letter will be sent to the grantee informing the final determination and stipulating the last date by which eligible grant expenses may be incurred and under what conditions additional disbursements, if any, will be permitted.

- **Termination or suspension initiated by grantee:**

**Step 1:** The grantee may present the case verbally to the Grants Manager. With or without such consultations, the legal representative of the grantee will in writing, request for termination or suspension to the LGP/NEXOS LOCALES COP, with his/her arguments for the necessity of that action, and proposed terms (timing, eligible costs, etc.) for termination or suspension.

**Step 2:** The COP will have 5 business days to respond in writing, during which time he will consult with LGP/NEXOS LOCALES staff, the grantee, beneficiaries, or third parties. If the COP accepts the request for termination, he will outline the conditions for termination or suspension (timing, eligible costs, etc.). If the COP does not accept the request, he will

outline actions to be taken to improve the likelihood of the grant activities achieving the results expected.

**Step 3:** The grantee will have 5 business days to respond in writing to LGP/NEXOS LOCALES. During this period the grantee may analyze options recommended by the Grants Manager and Technical Specialist; neither the Grant Manager nor the Technical Specialist are authorized to commit the program to any course of action other than that determined by the COP in his letter to the grantee. If the grantee accepts the terms of termination or suspension of the grant in writing from the COP, a copy of the COP's letter to the grantee and the grantee's written acceptance will be sent to the LGP/NEXOS LOCALES COR and kept in LGP/NEXOS LOCALES files. If the grantee wishes to continue negotiations as to continuance, suspension, or termination, a written response must be presented to the LGP/NEXOS LOCALES COP within 5 business days, with an additional 5 business days allowed for a written response from the LGP/NEXOS LOCALES COP.

## 8.2 MODIFICATION

Any modification of a grant agreement requires the mutual written endorsement of the grantee and LGP/NEXOS LOCALES COP in the form of a Grant Agreement Modification.

### **Types of Modifications:**

- A. Unfunded Modifications:** 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. This assumes that approved funds are still available. An illustrative example is when the achievement of the objective is in jeopardy and as a result of joint discussions, a plan for corrective action is developed. That plan would be sanctioned by issuance of the modification. Another example is a modification to the start date of the activity or completion dates 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. The Grants Manager will prepare the grant agreement modification notice in collaboration with the Technical Specialist and Grant Assistant and the LGP/NEXOS LOCALES COP or his/her designee will approve.
- B. Funded Modifications:** All modifications — technical or otherwise — that increase the total funding value of a grant by a minimum threshold of 5 percent of the total approved amount of the grant must be approved by the Grants Manager, LGP/NEXOS LOCALES COP or his/her designee, and subsequently USAID. If the cost modification is less than the established minimum threshold, the Grants Manager may prepare the modification and the COP will approve the grant agreement modification with the input of the appropriate LGP/NEXOS LOCALES Technical Specialist.

### **All requests for a cost modification must be processed in accordance with the following criteria:**

- Funded modifications will only be considered to address compelling, extreme circumstances that jeopardize the achievement of an activity objective(s).
- Poor planning by the grantee is not an acceptable rationale for requesting a cost modification.

- Cost modifications must be supported by a revised financial plan detailing the original approved line items, the revised line items and expenditures to date. Revised financial plans will be analyzed for soundness and completeness, with respect to the allowability of expenditures to date.
- A cost increase must always be driven by a revised implementation plan — not vice versa.
- LGP/NEXOS LOCALES must re-check the Excluded Parties database prior to issuing a funded modification.

**C. Budget realignment:** All modifications that result in budget line-item adjustments, but do not increase the overall budget amount; require the written approval of the Grants Manager after consultation with the appropriate Technical Specialist. A grant agreement modification must conform to the format and content of the original grant agreement and be executed in two original copies (one for the grantee, one for LGP/NEXOS LOCALES). The absolute limitations for time and funding may not be exceeded by issuance of a grant agreement modification notice.

The Contractor has the authority to make, without the prior approval of USAID, written amendments to awarded grants, provided that the amendments 1) are of a minor or administrative nature, 2) do not change the obligated amount or the purposes of any award, and 3) are promptly transmitted to USAID. USAID must give his or her prior approval to all other amendments. Once a grant has been awarded, no additional competition is required for amendments to the existing award or follow-on awards for the same activity, or to further develop an existing assistance relationship for amounts equal to or less than the original grant.

The LGP/NEXOS LOCALES Grants Manager shall serve as the mandatory control point of record for all official communication that would constitute an amendment to the award. Amendments will be made by formal modifications to the basic award document, these include changes to a grant agreement in cost, period and/or program description. LGP/NEXOS LOCALES clearance is required for all modifications to an activity. Modifications must be approved in writing by the COP and grant agreements amended in writing.

### 8.3 RIGHT OF USAID TO SUPERSEDE CONTRACTOR DECISIONS.

Recognizing the paramount interest of the United States and USAID in grant-making, the parties agree that USAID may, in its sole discretion, supersede any decision, act or omission taken by the Contractor in respect of any grant made by it, or proposed to be made by it.

Notwithstanding any other provision of this Contract, USAID retains the right, at all times, through the Contracting Officer, to (1) dictate a different decision with respect to the award or administration of any grant; (2) rectify an omission by the Contractor with respect to the award or administration of any grant; (3) take over the administration of any grant awarded; and/or (4) terminate, in whole or in part, the Contractor's authorities to approve grants.

# ANNEXES

- Annex 1: Conflict of Interest and Non-Disclosure Statement
- Annex 2: Sample Standard Grant Format (For NON US NGOs and US NGOs)
- Annex 3: Sample Simplified Grant Format
- Annex 4: Sample Fixed Amount Award Format
- Annex 5: Fixed Amount Award (FAA) Entity Eligibility Checklist
- Annex 6: Sample In-Kind Grant Format
- Annex 7: Sample In-Kind Grant to Local Government Format
- Annex 8: Certifications, Assurances, and Other statements of the Grantee
- Annex 9: Justification for Restriction of Eligibility (JRE) Memo
- Annex 10: Environmental Compliance
- Annex 11: Environmental Screening Form (Table 1)
- Annex 12: Identification of Mitigation Plan (Table 2)
- Annex 13: Environmental Monitoring and Evaluation Tracking Table (Table 3)
- Annex 14: Partner Environmental/Social Screening (EDD) Including Financial Intermediaries
- Annex 15: Environmental Grant and Sub-contract Clearances by Administrative Staff
- Annex 16: Pesticide Procurement Clearance Form
- Annex 17: Model Language for Implementing Partner Agreements and Grants Agreements
- Annex 18: Accounting System and Financial Capability Questionnaire for DAI Grant Grantees
- Annex 19: Checklists for Master File and RFA/APS/REoI file
- Annex 20: Sample Memorandum of Negotiation
- Annex 21: Assistance on Branding and Marking
- Annex 22: Payment Voucher
- Annex 23: Request for Reimbursement

- Annex 24: Financial Report
- Annex 25: Cost Reimbursable Budget Template
- Annex 26: Time and Materials Budget Template
- Annex 27: Procurement Policies
- Annex 28: Grant Close-out and Disposition
- Annex 29: Final Report
- Annex 30: Mandatory Standard Provisions U.S. and Non-U.S.
- Annex 31: Technical Report Example

**ANNEX I: CONFLICT OF INTEREST AND NON-DISCLOSURE STATEMENT**



**CONFLICT OF INTEREST AND NON-DISCLOSURE STATEMENT  
USAID GUATEMALA LOCAL GOVERNANCE PROJECT  
CONTRACT NO: AID-520-C-14-00002**

I certify that I will not discuss with, or reveal to, any representative of any business organization or other entity, or any individual person (except persons specifically assigned to my specific application evaluation group) either within or without the LGP/NEXOS LOCALES, any aspects of the pending procurement. The term “any aspects of the pending procurement” includes, but is not limited to, information such as the identity and number of applicants, the number and identity of LGP/NEXOS LOCALES personnel involved in the evaluation process, and any proprietary information. Except as specifically authorized by the COP, the release of such information constitutes the unauthorized release of advance procurement or procurement information.

I recognize that a significant factor in the success and proper completion of the selection process is the strict confidentiality observed by all LGP/NEXOS LOCALES participants in the various application evaluation and evaluation review groups concerning all of the activities and procedures involved in the selection process and that failure to comply with these requirements may compromise the ultimate outcome.

I acknowledge that the unauthorized release of advance procurement or procurement information as defined herein may result in the termination of my participation in this procurement.

In the event I have released any of the advance procurement or procurement information covered hereby, I agree to advise the Grant Evaluation Committee of the application evaluation or application evaluation review group to which I am assigned as soon as practicable. That advice will identify the business organization or other entity, or individual person, to whom the information in question was divulged and the content of that information.

I further affirm that in the event that any business entity either as a prime or subcontractor, in which I, or a member of my family, of whatever nature and to whatever extent, submits an application in response to the subject procurement identified above, that I will notify the COP and the Grant Evaluation Committee in writing and withdraw from participation in the evaluation.

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

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

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

**ANNEX 2: SAMPLE STANDARD GRANT FORMAT**



**GRANT**

Between

**Development Alternatives, Inc.**

And

**{insert}**

**STANDARD GRANT (FOR Non-US NGO, under DAI CONTRACT; For Advances  
OR for Reimbursement)**

**NO: AID-520-C-14-00002**

In response to your application(s) dated **{insert}**, Development Alternatives, Inc. (hereinafter, referred to as DAI) is pleased to award **{insert}** (hereinafter referred to as the Grantee), a grant of **{insert amount in local currency}**, not to exceed US\$**{insert}** in **{insert name of local currency}** equivalent in support of **{insert project name}**.

Please sign both original copies of this Grant Agreement document to acknowledge your receipt and acceptance of the grant, and return one original to DAI at the address indicated on the Overview Page.

**FOR DEVELOPMENT ALTERNATIVES INC.:**

Name: **{insert}**  
Title: **{insert}**

Date: **{insert}**

**ACCEPTED AND CERTIFIED:**

As a legally authorized representative of the Grantee, by signing this Grant Agreement, the Grantee hereby certifies and agrees to comply with the terms and conditions as set forth in the agreement and the attachments listed on the Overview Page, which are incorporated as part of the Grant.

FOR **{insert}**:  
Grantee Duns Number. # **{insert}**

Name: {insert} Title: {insert}	Date: {insert}
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OVERVIEW PAGE

**ISSUED BY:** Development Alternatives Inc.  
{insert project name}  
{insert project address}

Contracts/Grants Manager: {insert contracts/procurement or grants contact – insert name, email, and phone}  
Technical Contact: {insert name, email, and phone}

**GRANTEE:**

Primary Grants Management Contact: {insert full name, addresses, telephone numbers, and email addresses}  
Primary Financial Contact: {insert full name, addresses, telephone numbers, and email addresses}  
Primary Technical Contact: {insert full name, addresses, telephone numbers, and email addresses}

**PERIOD OF GRANT:** {insert}

**TYPE OF GRANT:** Standard Grant

**TOTAL AWARD CEILING:** \${Amount in USD} (USAID funded amount, Not to exceed)

**Local Currency Equivalent:** {Enter Equivalent Amount in local currency at time of award}

The local currency equivalent of the USD ceiling is listed above as of {insert date}. The total provided to the Grantee shall be the lesser of the U.S. Dollar or local currency amounts, and under no circumstances shall the total U.S. Dollar amount be exceeded.

**PRIME CONTRACT NUMBER or TASK ORDER NUMBER:** {Insert}

**PROJECT CODE AND TASK NUMBER:** {Insert}

**REGION:** {Insert when applicable}

**ATTACHMENTS:**

- One: Program Description**
- Two: Program Budget**
- Three: Request for Reimbursement Form [Or Reconciliation and Advance Request Form]**
- Four: Documentation of Grantee Contribution**
- Five: Financial and Programmatic Report Formats**
- Six: Branding Strategy and Marking Plan**
- Seven: Certifications, Assurances and Other Statements of the Grantee**
- Eight: Mandatory Standard Provisions and Required as Applicable Provisions for Non-US NGOs**

## DESCRIPTION OF AWARD

### Article One: Purpose of Grant

The purpose of this grant is to provide support for the program described in Attachment One of this Grant Agreement. All funds provided under this Grant shall be used solely for the purposes described in the program description.

### Article Two: Period of Grant

The effective date of this Grant Agreement is {insert} and the estimated completion date of the Grant Agreement is {insert}.

### Article Three: Amount of Award

The amount of award is {insert amount in local currency}, not to exceed US\${insert} in {insert name of local currency} equivalent.

If this Grant will be incrementally funded, insert the following paragraph:

DAI hereby obligates the amount of {insert amount in local currency}, not to exceed US\${insert amount} equivalent, for program expenditures during the period set forth in Article Two above and as shown in the attached Budget. Grantee will be given written notice by the authorized DAI representative if additional funds will be added. DAI is not obligated to reimburse the Grantee for the expenditure of amounts in excess of the total obligated amount.

DAI shall not be liable for making payments to the Grantee for any costs in excess of the amount of the award. Any funds used for any purpose other than those described in this Agreement shall be reimbursed to DAI.

If this Grant will include a Grantee contribution, insert the following paragraph:

Grantee Contribution: The Grantee will contribute goods and services valued at approximately {insert} (\$\_\_\_\_\_). The Grantee is expected to report on and provide supporting documentation of counterpart contribution expended using Attachment Four: Documentation of Grantee Contribution. Forms of acceptable supporting evidence include a copy of the original invoice or other documentation that demonstrates the value and date of acquisition/payment for the contribution.

### Article Four: Financial Terms and Conditions

#### A. Payment

1. DAI shall make payments to the Grantee for reasonable, allowable costs incurred under the Grant in accordance with the payment provisions of this agreement.
2. The Grantee will submit to DAI a Reimbursement Request Form (see Attachment Three for the format to be used) and Financial Report (see Attachment Five for the format to be used) and specified in Article Five below, "Reporting". Payments, up

to 90% of the Grant Award Amount, will be made upon receipt and approval of the Financial Report. Disbursements will be based on the following:

- a. Grantee has demonstrated effective control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
  - b. Disbursements will be made subject to approval of financial and program reports for the preceding periods.
  - c. The remaining 10% of the grant funds will be reimbursed upon receipt and approval by DAI of the final report.
3. Reports and Request for Reimbursement Forms should be sent to the Contracts/Grants Manager designated on the Overview Page.

[Insert the following paragraphs 2 and 3 instead if an **advance** will be allowed:

2. The Grantee will submit to DAI a Financial Report (see Attachment Five for the format to be used) and Reconciliation and Advance Request Form (see Attachment Three for the format to be used). As specified in Article Five below, "Reporting." Payments, up to 90% of the Grant Award Amount, will be made upon receipt and approval of the Financial Report and Reconciliation and Advance Request. Disbursements will be based on the following:
- a. Grantee has demonstrated effective control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
  - b. Disbursements will be made subject to approval of financial and program reports for the preceding periods.
  - c. The remaining 10% of the grant funds will be reimbursed upon receipt and approval by DAI of the final report.
3. Reports and Reconciliations and Advance Request Forms should be sent to the Contracts/Grants Manager designated on the Overview Page.
4. The requests for reimbursements [or advances] or any other payments shall include a certification signed by an authorized representative of the Grantee as follows:

*"The undersigned hereby certifies: a) that the above amount for expenses represents the best estimate of funds needed for the disbursements to be incurred over the period described; b) that payment of the sum claimed as total spent in this request is proper and due and that all funds provided by DAI have been used solely for the purposes described in the Grant Agreement and in accordance with all of the terms and conditions therein; c) that appropriate refund or credit to the Grant will be made in the event of a disallowance in accordance with the terms of the Grant, for nonperformance*

*in whole or in part under this Grant, in the event funds are not expended, and that any interest exceeding \$250 per year accrued on the funds made available herein will be refunded to DAI; d) that information in the financial report is correct and any detailed supporting information as the Grantor may require will be furnished by the Grantee promptly upon request; and, e) that all requirements called for by the Grant Agreement have been met up to the date of this certification."*

\_\_\_\_\_  
 Name:  
 Title:  
 Date:

5. To obtain payments the Grantee must present appropriate documentation and the Grantee must have a bank account specifically designated for this grant where DAI can deposit the payments. Award funds shall not be commingled with any other funds. Appropriate supporting documentation includes the original invoice from suppliers who are able to issue invoices, and when this is not the case, receipts.

**B. Financial Records**

1. The Grantee shall maintain financial records, including receipts, time reports, and other accounting documentation to sufficiently substantiate its charges to DAI and to allow for an accounting of DAI Grant project costs separate from costs funded by other sources and the ability to report accordingly. These records shall be made available to DAI or its representatives for review at any time. All financial records and documentation shall be kept available for **three** years after completion of this Grant.
2. On request, the Grantee will provide the necessary documentation to demonstrate that all purchases made with this grant have been made at reasonable prices and from reliable sources.
3. When items are purchased under this grant agreement, the appropriate steps must be taken and documentation must be kept on file to justify the purchase, as outlined in the procurement table below or as required by the Grantee's own established procurement policies. Grantee may not break up a purchase into multiple smaller procurements to avoid competition requirements.

The entire purchase value to one vendor for one transaction (not a unit cost) Inclusive of construction or other services.	Minimum justification requirements
Less than \$500	Purchase at a reasonable market price, substantiated by receipt.
Between \$500 and \$3000	Obtain at least 3 written or verbal quotes. Provide a price comparison table with details about the vendors, prices

	quoted, and why a vendor was chosen. *
Over \$3000	Release a written and public solicitation (such as a Request for Proposal or Quotation) with an end date for submissions and evaluation criteria. Receive a minimum of 3 qualified <b>written</b> bids. Document selection reason, based on evaluation criteria. *

\* When three responsible sources are not available, provide sufficient documentation to explain why.

Grantee shall present to DAI a list of all items to be procured under the grant prior to purchase to ensure that no items to be purchased require additional approval.

### C. Other Financial Requirements

This Grant is made to the Grantee on condition that the funds will be administered in accordance with the terms and conditions set forth herein. At the request of DAI, the Grantee shall return any of the funds received to DAI which have been used for any questionable or unallowable expenses, as determined by DAI, which do not comply with the terms and conditions of this grant.

## Article Five: Reporting

### A. Schedule

The Grantee will present reports using the format shown in Attachment Five: “Financial and Programmatic Report Formats”. The Grantee will present the reports every {insert “month” or “quarter”; If “quarter” is inserted then Attachment Five, “Report Formats,” needs to be adjusted} at the request of the DAI technical staff or whenever a request for {insert “reimbursement” or “advance”, as applicable} is submitted. For projects completed in less than a six-month period, a final financial and programmatic report must be submitted to DAI upon completion.

**The first report (or single final report) is due on {insert}.**

**Provide detailed reporting schedule here: {insert; if necessary indicate differences if financial and program reports have different schedules. You should also insert a schedule that conforms to the project’s own reporting schedule for USAID so that the grantee information can feed into DAI’s quarterly reports}.**

Through its authorized representative(s), DAI shall have the right, at all reasonable times, to inspect or otherwise evaluate the work being performed as a result of receipt of the grant funds by conducting site visits, or in other ways assessing the work being performed in the implementation of this grant. DAI shall have the right to inspect documents related to the performance of the project and to require additional

explanations and information from the Grantee. DAI agrees to conduct the site visits in a manner that does not impede the day-to-day operation of the Grantee, and minimize unjustified suspension of project performance.

**B. Financial Report**

1. The Financial Report shall show the budgeted amounts, amounts expended for each line of the budget and the amount remaining and shall be accompanied by appropriate supporting documentation.
2. The Financial Report shall indicate cost-share contributions, supported by appropriate documentation.

**C. Program Report**

1. The Grantee will present Program Reports that must 1) demonstrate actual results based on the project's activities, objectives, and goals; 2) describe the activities planned for the upcoming period; and 3) identify any potential and existing problems as well as any action plan to overcome the problems.
2. The Grantee must submit any required deliverables with the Program Report.

**D. Final Reports**

1. The Grantee will submit the Final Financial Report by **{insert}**. To ensure efficient close-out, it is suggested that the Grantee provide a DRAFT Final Financial Report 30 days prior to the end date. The Final Financial Report must include cost-share contributions, supported by appropriate documentation.
2. The Grantee will present the Final Program Report by **{insert}**. The Final Program Report will demonstrate overall results achieved, providing as much detail as possible on the number of beneficiaries and/or other results. Topics covered should include:
  - Issues, challenges and lessons learned during the grant activity;
  - Monitoring and evaluation results; and
  - Impact of the grant activity on the target audience/beneficiaries

**Article Six: Termination**

1. DAI may terminate this award at any time, in whole or in part, following 15 days of 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.
2. Examples of failure to comply with the terms and conditions of the grant include:
  - (a) The Grantee fails to carry out the program satisfactorily.
  - (b) The Grantee fails to comply with any of the certifications or standard provisions included in *Attachments 7 and 8*, which are hereby incorporated. One example of failure to comply is 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.

3. This award may be terminated at any time in whole or in part by the Grantee following 15 days of written notification to DAI 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 DAI 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, DAI may terminate the award in its entirety.
4. If at any time DAI or USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because funding was curtailed or reduced for the prime project, or continuation of the grant would not be in the national interest of the United States, then DAI may terminate this Grant in whole or part and cancel the portion of the Grant which has not been irrevocably committed to third parties.
5. DAI reserves the right to terminate this Grant should the Grantee become insolvent during performance of the award.
6. USAID may direct DAI to terminate the grant activities unilaterally in extraordinary circumstances. {Include this provision for Grants under Contracts but delete it if we are awarding grants under a cooperative agreement}.
7. Upon receiving a notification of termination, the Grantee shall take immediate action to minimize all expenditures by the Grantee related to this standard grant.

#### **Article Seven: Branding and Marking.**

1. It is USAID policy is that all programs, projects, activities, public communications, and commodities, partially or fully funded by USAID must be marked appropriately overseas with the USAID Identity. Grantee agrees to submit a branding and marking plan in compliance with USAID's branding guidelines as articulated in ADS 320 and detailed in the Graphics Standards Manual available at [www.transition.usaid.gov/branding](http://www.transition.usaid.gov/branding) or any successor branding policy.
2. Standard Mandatory Provision "MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE" (JUNE 2012) is hereby incorporated in full. (Excerpts of key points applicable to this Grant are included below.)

The USAID Identity is the official marking for USAID, comprised of the USAID logo and brand mark with the tagline "from the American people." The USAID Identity is on the USAID Web site at [transition.usaid.gov/branding](http://transition.usaid.gov/branding). Grantees 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 grantee is encouraged to otherwise acknowledge USAID and the support of the American people.
3. The grantee may submit a written request to DAI for 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;
  - (7) Conflict with international law; or
  - (8) Present compelling safety or security concerns.
4. Any approved waivers for DAI’s prime contract/task order “flow down” to this Grant unless specified otherwise. Applicable DAI waivers are attached to this Grant.

**Article Eight: Proprietary Rights.**

The Grantee shall follow USAID policies regarding materials produced under the award:

All 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.

Any 'public communications', as defined in 2 CFR 200 Subpart A and 700.1, 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."*

### **Article Nine: Title and Eligibility Rules for Procurement of Goods and Services**

1. When the purchase of equipment (defined as tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost \$5,000 or more per unit; see Definition of Equipment & M.7. Title To and Use of Property (June 2012) in the attached Mandatory Provisions) is included in the approved project budget the Grantee shall comply with USAID source and nationality rules at 22 CFR 228. The "Required as applicable" Standard Provision "M.6. USAID eligibility rules for procurement of commodities and services (June 2012) must be adhered to and is hereby incorporated in this Grant. The purchase of any equipment under this Grant Agreement which has a per unit cost of >\$5,000 must be approved by USAID.

2. The Authorized Geographic Code for procurement of all goods and services to be reimbursed under this grant is code **937**. Under this geographic code, the Grantee may procure goods or services from vendors in the United States, Guatemala, and "Developing Countries" other than "Advanced Developing Countries", but excluding any country that is a "Prohibited Country", as defined below.

**Prohibited countries** are countries that the US Government does not do business with, i.e. purchase goods or services from these countries, previously referred to as foreign policy restricted countries. THE GRANTEE MAY NOT PROCURE GOODS OR SERVICES FROM THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPREHENSIVE SANCTIONED COUNTRIES: CUBA, IRAN, NORTH KOREA, SUDAN, AND SYRIA. By signing this Agreement, the Grantee certifies that equipment purchased under this Grant Agreement will not be procured from vendors located in one of the OFAC prohibited countries above, nor will the origin of any of the parts be from a prohibited country.

If the Grantee must procure goods or services from a vendor not located in the authorized geographic areas, the Grantee shall contact the DAI Grants Manager/Specialist for assistance.

The Grantee must verify that no support or resources are provided to individuals or entities, nor is any equipment procured from entities that appear on the OFAC Specially Designated Nationals List (SDN) and the database formerly known as EPLS, now searchable at [www.sam.gov](http://www.sam.gov).

If DAI determines that the grantee has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, DAI may require the grantee to refund the entire amount of the purchase.

Please refer to the Mandatory Standard Provision, “M.6 USAID Eligibility Rules for Procurement of Commodities and Services” in Attachment Eight for more details under this point.

3. The Grantee shall acknowledge receipt and custody of any equipment/materials with a “*Property Placement and Use Agreement*” form provided by DAI which shall be signed by the Grantee and submitted to DAI at the time of delivery.

Title to and ownership of all “non-expendable property” (NXP) procured by Grantee under this Grant remains with USAID until such time DAI receives approval from USAID (and the authorized individual within the Cooperating Country Government via USAID) for final ownership transfer to your organization. Written approval from USAID is required prior to the final permanent transfer and ownership of the property to the Grantee.

A complete, physical inventory of all USAID NXP property must be taken and submitted to DAI at least once a year on the anniversary of the grant and upon request at such time USAID approval is sought for final title/ ownership transfer.

At the time USAID approval is obtained for final transfer and ownership of the property to the Grantee, the Grantee will sign the “*Final Title and Ownership Transfer*” form and assume all responsibilities incident to ownership of the property.

-----  
**{In the event immediate title and ownership transfer is obtained from USAID (and the authorized individual within the Cooperating Country Government), delete paragraph 3 above and insert the following alternate paragraph 3:}**

**Alternate Paragraph 3.** Title to and ownership of all “non-expendable property” (NXP) is hereby transferred to your organization as approved by USAID and (and the authorized individual within the Cooperating Country Government via USAID). The Grantee will sign the “*Final Title and Ownership Transfer*” form and assume all responsibilities incident to ownership of the property.

## **Article Ten: Other Terms and Conditions**

### **I. Responsibility.**

The Grantee has full responsibility for executing the project or activity being supported by the grant and for complying with the award conditions. Although the Grantee is encouraged to ask for the opinion and support of DAI about any specific problems that may arise, this suggestion does not diminish the responsibility of the Grantee. The Grantee must apply solid technical and administrative criteria. The grant award does not imply that the responsibility for operative decisions has been transferred to DAI. The Grantee has the responsibility of notifying DAI about any significant problems associated with the administrative or financial aspects of the grant award as well as any constraints preventing the full implementation of this project.

DAI will conduct monitoring of the Grant implementation, including site visits as appropriate.

Failure of either of the parties hereto to enforce any of the provisions of this Agreement or any rights with respect thereto or failure to exercise any election provided for herein will in no way be considered a waiver of such provisions, rights or elections or in any way to affect the validity of this Agreement.

## 2. Certification of Completion.

The Grantee must certify in writing to DAI at the end of the grant that the activity was completed. If unable to certify, the Grantee shall be expected to make appropriate reimbursements to DAI. Grant close out will be accomplished with DAI acceptance of results achieved, approval of final payment, and submission of certification by Grantee.

## 3. Change Notification.

The Grantee shall inform DAI promptly of any changes in its officers, name, legal status, address, or telephone/fax number.

## 4. Controlling Language.

The Grantee shall acknowledge English as the controlling language. If this award or any of its supporting documents are provided in a foreign language, the English language version is the controlling version.

## 5. Audit Requirement

- a. The Grantee's accounting and financial management systems shall meet the requirements specified in the attached Mandatory Standard Provision, M.2. "Accounting, Audit, and Records" located in Attachment Eight.
- b. The Grantee shall maintain financial records, including receipts, time reports, and other accounting documentation to sufficiently substantiate its charges to DAI and to allow for an accounting of DAI Grant project costs separate from costs funded by other sources and the ability to report accordingly. All financial records and documentation shall be kept available for **three** years after the completion of this Grant.
- c. The Grantee shall make all project-related financial records available for examination by DAI or its authorized representatives.

## 6. Dispute Resolution and Indemnification

Any dispute under this award will be decided by the DAI HQ Chief Ethics and Compliance Officer (CECO). Notwithstanding any other terms of this award, the Grantee has no right to submit claims directly to USAID and DAI assumes no liability for any third party claims against the Grantee.

The Grantee hereby agrees to indemnify, defend and hold DAI, 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 the Grantee related to this Grant.

#### 7. Responsibility of the Grantee

The Grantee has full responsibility for executing the project or activity being supported by the grant and for complying with the award conditions. Although the Grantee is encouraged to ask for the opinion and support of DAI about any specific problems that may arise, this suggestion does not diminish the responsibility of the Grantee. The Grantee must apply solid technical and administrative criteria. The Grantee agrees to notify DAI about any significant problems associated with the administrative or financial aspects of the grant award.

DAI will conduct monitoring of the Grant implementation, including site visits as appropriate.

#### 8. Sub-agreements and Modifications.

No lower tier sub-agreements are permitted under the terms of this award without prior written approval of the DAI Agreement Officer. This agreement may be amended by mutual agreement, in writing, signed by both parties.

#### 9. Host Country Salary Supplements

USAID policies do not permit the payment of "salary supplements" to employees of a host government except in exceptional circumstances. Therefore, no funds associated with this Grant may be used to supplement the salaries of employees of the local government (country in which the project is being implemented) unless special consent is provided by the USAID Contracting Officer and passed on to the Grantee.

#### 10. Anti-Corruption and Anti-Bribery Policy

DAI conducts business under the strictest ethical standards to assure the proper use of funds. To assure grantees properly conduct business and perform the work, DAI policy and practice does not tolerate the following:

- Any bribery, kickback, facilitation payment or gratuity in which payments, gifts or special considerations are given to DAI or Government staff, or their representatives, to influence an award or approval decision.
- Any fraud in misstating or withholding information to benefit the grantee.
- Any collusion or conflicts of interest in which a DAI employee, consultant, or representative has a business or personal relationship with a principal or owner of the grantee that may appear to unfairly favor the grantee. Grantees must also avoid collusion or conflicts of interest in their procurements from vendors. Any such relationship must be disclosed immediately to DAI management for review and appropriate action, including possible exclusion from award.

These acts of corruption are not tolerated and may result in serious consequences, including termination of the award and possible suspension and debarment by the U.S. Government, excluding the grantee from participating in future U.S. Government business.

Any attempts or actual corruption should be reported immediately by either the grantee or DAI staff to:

- Toll-free Ethics and Compliance Anonymous Hotline at (U.S.) +1-503-597-4328
- Hotline website – [www.DAI.ethicspoint.com](http://www.DAI.ethicspoint.com), or
- Email to [Compliance@DAI.com](mailto:Compliance@DAI.com)

By signing this award, the grantee confirms adherence to this standard and that no attempts shall be made to influence DAI or Government staff through bribes, gratuities, facilitation payments, kickbacks or fraud. The grantee also acknowledges that violation of this anti-corruption and anti-bribery policy may result in termination and possible suspension and debarment by the U.S. Government.

## **ATTACHMENT ONE: PROGRAM DESCRIPTION**

DAI awards this grant agreement based on the application received in writing from the Grantee on {insert} and revised on {insert}. The application is considered to be an integral part of this Agreement. If there are any conflicts between the contents of the application and the contents of the grant agreement and attachments, the grant agreement and attachments take precedence.

### **1. BRIEF STATEMENT OF PURPOSE/ PROJECT SUMMARY**

{insert}

### **2. BACKGROUND**

{insert}

### **3. PROGRAM GOALS AND OBJECTIVES**

{insert}

### **4. DESCRIPTION OF PROGRAM ACTIVITIES/ GRANTEE RESPONSIBILITIES**

{insert}

### **5. EXPECTED OUTCOMES**

[Insert]

### **6. DAI PROJECT OVERSIGHT AND MONITORING**

[Insert]

**7. GRANTEE MANAGEMENT TEAM** *(Include when project determines that it is critical for successful grant implementation that specific individuals remain working on the grant as part of the management team.)*

- 1.
- 2.
- 3.

**8. REPORTING REQUIREMENTS** *(Include when applicable.)*

**9. COORDINATION REQUIREMENTS** *(Include for OTI projects and when applicable.)*

**10. SPECIAL INSTRUCTIONS** *(Include for OTI projects and when applicable.)*

**ATTACHMENT TWO: PROGRAM BUDGET**

**ATTACHMENT THREE: REQUEST FOR REIMBURSEMENT FORM**

1. **GRANT NO.:** \_\_\_\_\_

2. **GRANTEE ORGANIZATION**

<b>Name:</b>	<b>Address (number and street):</b>
<b>ZIP Code and City:</b>	<b>Country:</b>

3. **GRANTEE'S BANK DATA**

<b>Bank name:</b>	<b>Address (number and street, ZIP Code and city, Country)</b>
<b>Phone:</b>	<b>Fax:</b>
<b>Account Number:</b>	<b>Wire Transfer No/SWIFT Code:</b>

4. **PERIOD COVERED BY THIS REQUEST**

<b>From (month, day, year)</b>	<b>To (month, day, year)</b>
--------------------------------	------------------------------

5. **COMPUTATION OF AMOUNT OF REIMBURSEMENT (IN ACCORDANCE WITH DETAILED BUDGET)**

<b>CATEGORY (Line item)</b>	<b>APPROVED BUDGET (\$)</b>	<b>REIMBURSEMENT- FOR THIS PERIOD (\$)</b>	<b>CUMULATIVE FOR PREVIOUS PERIODS (\$)- REIMBURSED</b>	<b>NEW CUMULATIVE (\$)</b>
		<b>(A)</b>	<b>(B)</b>	<b>(C)=(A)+(B)</b>

6. **CERTIFICATION**

*"The undersigned hereby certifies: a) that the above amount for expenses represents the best estimate of funds needed for the disbursements to be incurred over the period described; b) that payment of the sum claimed as total spent in this request is proper and due and that all funds provided by DAI have been used solely for the purposes described in the Grant Agreement and in accordance with all of the terms and conditions therein; c) that appropriate refund or credit to the Grant will be made in the event of a disallowance in accordance with the terms of the Grant, for nonperformance in whole or in part under this Grant, in the event funds are not expended, and that any interest exceeding the local currency equivalent of US\$250 per year accrued on the funds made available herein will be refunded to DAI; d) that information in the financial report is correct and any detailed supporting information as the*

Grantor may require will be furnished by the Grantee promptly upon request; and, e) that all requirements called for by the Grant Agreement have been met up to the date of this certification."

Attachments (please attach documents supporting this request):

1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Signature or authorized certifying official</b> _____	<b>Date request submitted</b> _____
<b>Typed or printed name and title</b> _____	<b>Phone</b> _____

**ATTACHMENT THREE: RECONCILIATION AND ADVANCE REQUEST FORM**

1. GRANT NO.: \_\_\_\_\_

2. GRANTEE ORGANIZATION

Name:	Address (number and street):
ZIP Code and City:	Country:

3. GRANTEE'S BANK DATA

Bank name:	Address (number and street, ZIP Code and city, Country)
Phone:	Fax:
Account Number:	Wire Transfer No/SWIFT Code:

4. PERIOD COVERED BY THIS REQUEST

From (month, day, year)	TO (month, day, year)
-------------------------	-----------------------

5. COMPUTATION OF RECONCILIATION (IN ACCORDANCE WITH DETAILED BUDGET)

CATEGORY (Line item)	APPROVED BUDGET (\$)	RECONCILED THIS PERIOD (\$)	CUMULATIVE RECONCILED FOR PREVIOUS PERIODS (\$)	NEW CUMULATIVE AMOUNT RECONCILED (\$)
		(A)	(B)	(C)=(A)+(B)

6. CASH FORECAST

	Main Cost Categories or Budget Line Items	Amount of Advance Requested

	<b>Total Advance Requested:</b>	<b>0</b>

**7. CERTIFICATION**

*"The undersigned hereby certifies: a) that the above amount for expenses represents the best estimate of funds needed for the disbursements to be incurred over the period described; b) that payment of the sum claimed as total spent in this request is proper and due and that all funds provided by DAI have been used solely for the purposes described in the Grant Agreement and in accordance with all of the terms and conditions therein; c) that appropriate refund or credit to the Grant will be made in the event of a disallowance in accordance with the terms of the Grant, for nonperformance in whole or in part under this Grant, in the event funds are not expended, and that any interest exceeding the local currency equivalent of US\$250 per year accrued on the funds made available herein will be refunded to DAI; d) that information in the financial report is correct and any detailed supporting information as the Grantor may require will be furnished by the Grantee promptly upon request; and, e) that all requirements called for by the Grant Agreement have been met up to the date of this certification."*

Attachments (please attach documents supporting this request):

1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Signature or authorized certifying official</b> _____	<b>Date request submitted</b> _____
<b>Typed or printed name and title</b> _____	<b>Phone</b> _____

**ATTACHMENT FOUR: DOCUMENTATION OF GRANTEE CONTRIBUTION**



**DOCUMENTATION OF GRANTEE CONTRIBUTION**

<b>STANDARD GRANT NO.</b>	
<b>Grantee:</b>	[Beneficiary Name]
<b>Activity Name:</b>	
<b>Activity Number/Task Code:</b>	
<b>Prime Contract/TO Number:</b>	
<b>Prime Contract/TO Title:</b>	

This is to certify that [Organization Name] contributed the following labor/materials/goods/use of equipment or room as part of its counterpart contribution in support of the above referenced Grant during the milestone period.

<b>Description of Item, Labor, etc. Contributed</b>	<b>Evidence of Grantee Contribution Submitted</b>	<b>Submission Date</b>	<b>Attached here or otherwise submitted? (Detail method, to whom and date)</b>

\_\_\_\_\_  
 Certified by:  
 [Grantee Name]

\_\_\_\_\_  
 Signature of authorized representative

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[Name & Title ]

---

Date

## **ATTACHMENT FIVE: FINANCIAL AND PROGRAMMATIC REPORT FORMATS**

**SAMPLE FINANCIAL REPORT**

**MONTHLY FINANCIAL REPORT**

Reporting Period: month/day/year To: month/day/year  
**USAID Funds**

Line Item		Month	Month	Total	Previous Period	Cumulative	Remaining
		Liquidated	Budgeted	Budget	Cumulative Liquidated	Liquidated	Balance
		1	2	3	4	5=(1+4)	6=(3-5)
1	?	0				0	0
2	?	0				0	0
3	?	0				0	0
4	?	0				0	0
5	?	0				0	0
6	?	0				0	0
7	?	0				0	0
8	?	0				0	0
9	?	0				0	0
10	?	0				0	0
11	?	0				0	0
12	?	0				0	0
<b>TOTAL</b>		0	0	0	0	0	0

**SAMPLE FINANCIAL REPORT**

**QUARTERLY FINANCIAL REPORT**

Reporting Period: month/day/year To: month/day/year  
**USAID Funds**

Line Item		Quarter	Quarter	Total	Previous Period	Cumulative	Remaining
		Liquidated	Budgeted	Budget	Cumulative Liquidated	Liquidated	Balance
		1	2	3	4	5=(1+4)	6=(3-5)
1	?	0				0	0
2	?	0				0	0
3	?	0				0	0
4	?	0				0	0
5	?	0				0	0
6	?	0				0	0
7	?	0				0	0
8	?	0				0	0
9	?	0				0	0
10	?	0				0	0
11	?	0				0	0
12	?	0				0	0
<b>TOTAL</b>		0	0	0	0	0	0

## Sample Program Report

### PROGRAM REPORT

\_\_\_\_\_ (name of the program) \_\_\_\_\_

Grant No: \_\_\_\_\_

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

Reporting Period: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

**Please record progress on any indicators that apply to your project.**

a) Result: xxxxxxxxxxxx

**Indicator:**

- xxxxxxxxxxxxxxxx

b) Result: yyyyyyyyyyyy

**Indicator:**

- yyyyyyyyyyyyyyyyyyy

c) Result: zzzzzzzzzzzzz

**Indicators:**

- zzzzzzzz
- zizizizizi

<b>Planned Activities For this Period</b>	<b>Anticipated Results of Those Activities</b>	<b>Actual Achievements to Date</b>	<b>Problems with Implementation/ Adjustments to Plan</b>
1)			
2)			
3)			
4)			
5)			
6)			

**ATTACHMENT SIX: BRANDING STRATEGY AND MARKING PLAN**

## **ATTACHMENT SEVEN: CERTIFICATIONS, ASSURANCES AND, OTHER STATEMENTS OF THE GRANTEE**

{It is important that these certifications and assurances be signed before award so that we can assert their eligibility and responsibility prior to signing.}

Prior to Award, DAI requires successful grant applicants to submit a signed copy of the following certifications and assurances, as applicable:

- 1. Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs** (*Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.*)
- 2. Certification Regarding Lobbying** (*This certification applies to grants greater than \$100,000.*)
- 3. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)**
- 4. Certification Regarding Terrorist Financing, Implementing Executive Order 13224**
- 5. Certification, assurances and other statements of the Grantee**

In addition, the following two certifications will be included only as required per ADS 206 for Key Individuals or Covered Participants in covered countries:

- Part II – Key Individual Certification Narcotics Offenses and Drug Trafficking**
- Part III – Participant Certification Narcotics Offenses and Drug Trafficking**

(Note: Parts IV & V – Other Statements of Grantee is included in the grant file as part of the grant application.)

**ATTACHMENT EIGHT: MANDATORY STANDARD PROVISIONS AND  
REQUIRED AS APPLICABLE PROVISIONS FOR NON-US  
NONGOVERNMENTAL ORGANIZATIONS**

{Include full text of the following mandatory provisions here.}

- M1. ALLOWABLE COSTS (JUNE 2012)**
- M2. ACCOUNTING, AUDIT, AND RECORDS (JUNE 2012)**
- M3. AMENDMENT OF AWARD AND REVISION OF BUDGET (AUGUST 2013)**
- M4. NOTICES (JUNE 2012)**
- M5. PROCUREMENT POLICIES (JUNE 2012)**
- M6. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (JUNE 2012)**
- M7. TITLE TO AND USE OF PROPERTY (JUNE 2012)**
- M8. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)**
- M9. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (AUGUST 2013)**
- M10. AWARD TERMINATION AND SUSPENSION (JUNE 2012)**
- M11. GRANTEE AND EMPLOYEE CONDUCT (AUGUST 2013)**
- M12. DEBARMENT AND SUSPENSION (JUNE 2012)**
- M13. DISPUTES AND APPEALS (JUNE 2012)**
- M14. PREVENTING TERRORIST FINANCING (AUGUST 2013)**
- M15. TRAFFICKING IN PERSONS (JUNE 2012)**
- M16. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)**
- M17. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2012)**
- M18. NONDISCRIMINATION (JUNE 2012)**
- M19. USAID DISABILITY POLICY - ASSISTANCE (JUNE 2012)**
- M20. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)**
- M21. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)**
- M22. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)**
- M23. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)**

In addition, DAI will include the relevant **“REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR NON-US NONGOVERNMENTAL ORGANIZATIONS**

{Include full text of the “as applicable” which are relevant to this specific grant.}

- RAA1. ADVANCE PAYMENT AND REFUNDS (JUNE 2012)**
- RAA2. REIMBURSEMENT PAYMENT AND REFUNDS (JUNE 2012)**
- RAA3. INDIRECT COSTS – NEGOTIATED INDIRECT COST RATE AGREEMENT (NICRA) (JUNE 2012)**
- RAA4. INDIRECT COSTS – CHARGED AS A FIXED AMOUNT (NONPROFIT) (JUNE 2012)**

- RAA5. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)**
- RAA6. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)**
- RAA7. SUBAWARDS (JUNE 2012)**
- RAA8. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (AUGUST 2013)**
- RAA9. OCEAN SHIPMENT OF GOODS (JUNE 2012)**
- RAA10. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)**
- RAA11. PATENT RIGHTS (JUNE 2012)**
- RAA12. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)**
- RAA13. INVESTMENT PROMOTION (NOVEMBER 2003)**
- RAA14. COST SHARE (JUNE 2012)**
- RAA15. PROGRAM INCOME (JUNE 2012)**
- RAA16. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)**
- RAA17. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)**
- RAA18. PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)**
- RAA19. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)**
- RAA20. ELIGIBILITY OF SUBGRANTEES OF ANTI-TRAFFICKING FUNDS (JUNE 2012)**
- RAA21. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)**
- RAA22. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)**
- RAA23. CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)**
- RAA24. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)**
- RAA25. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)**
- RAA26. LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (JULY 2014)**

## ANNEX 3: SAMPLE SIMPLIFIED GRANT FORMAT



Development Alternatives, Inc.  
GUATEMALA ADDRESS

**USAID Local Governance Project (LGP/NEXOS  
LOCALES)/NEXOS LOCALES  
Contract No. AID-520-C-14-00002**

DATE

[Grantee Contact]

[Title]

[Grantee]

[Street Address]

[City], [State/Province], [Postal Code]

[DUNS NUMBER]

Ref: Grant between Development Alternatives, Inc. (DAI) and  
[Grantee], Grant Number [Grant Number]

Dear [Grantee Contact]:

In response to your application(s) dated [Date Received], Development Alternatives, Inc (hereinafter, referred to as "DAI") is pleased to award [Grantee] (hereinafter referred to as "the Grantee"), with a grant not to exceed \$ [Grant Amount USD] paid in local currency in support of its project [grant title] for the period between [start date] and [end date]. We understand that the [Grantee] will contribute goods and services valued at approximately \$ [Grantee Contribution USD] to the program.

This Agreement is effective and obligation is made as of the date of this Agreement and shall apply to commitments made by [Grantee] in furtherance of the grant objectives during the grant performance period. DAI shall not be liable for reimbursing the Grantee for any costs in excess of the obligated amount, as described in the Program Budget, Annex 2. No revisions to this budget are envisioned.

No indirect costs/administrative fees are applicable in relation to total direct costs for the Grantee's accounting periods for the duration of this grant. The total cost stated herein does not include costs for International Air fares or the purchase of equipment with an acquisition cost in excess of \$5000 and a useful life of one year unless the appropriate clause(s) in the attached Standard Provisions as required are checked.

The funds provided under the terms of this agreement shall be used to pay for the expenses incurred by your organization in performance of the objectives of USAID Local Governance Project/NEXOS LOCALES in accordance with the attached Program Description (Annex 1), Program Budget (Annex 2), Mandatory Standard Provisions (Annex 8), and Certifications (Annex 4). Payment applications (Annex 3) should be sent to the designated Grants and Subcontracts Manager, NAME, Development Alternatives, Inc., [INSERT project address]

On accepting this grant, [Grantee] agrees to:

1. Receive all DAI funding for this grant, which will be delivered upon completion of the programmatic objectives identified in the Program Description - Annex I of this Grant Agreement. Provide the necessary documentation to demonstrate that all purchases made with this grant have been made at reasonable prices and from reliable sources. No single item having a useful life over one year and an acquisition cost of \$5,000 or more shall be purchased without prior written approval of DAI.
2. The grantee will not purchase any goods or services, except as authorized pursuant to **22 CFR 228** or **ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID, Code 937**.
3. Maintain financial records, including receipts, time reports, and other accounting documentation to sufficiently substantiate its charges to DAI and to allow for an accounting of DAI Grant project costs separate from costs funded by other sources and the ability to report accordingly. These records shall be made available to DAI or its representatives when requested. All financial records and documentation shall be kept available for **three** years after completion of this Grant.
4. At the request of DAI, return any of the funds received to DAI, which have been used for any questionable or unallowable expenses, as determined by DAI, which do not comply with the terms and conditions of this grant.
5. Execute USAID Local Governance Project/NEXOS LOCALES in the following manner:
  - a. When items are purchased with DAI finance, the appropriate documentation must be provided 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.
  - b. The appropriate documentation includes the original invoice from suppliers who are able to issue invoices and, when this is not the case, receipts. The Grantee is expected to provide supporting evidence of his/her counterpart contribution under the terms of this agreement. A copy of the invoice or other document that demonstrates his/her contribution will be acceptable.
  - c. The Request for Payment shall include a certification signed by an authorized representative of the Grantee as follows:

*"The undersigned hereby certifies: a) that payment of the sum claimed as total spent in this request is proper and due and that all funds provided by DAI have*

been used solely for the purposes described in the Grant Agreement and in accordance with all of the terms and conditions therein; b) that appropriate refund or credit to the Grant will be made in the event of a disallowance in accordance with the terms of the Grant, for nonperformance in whole or in part under this Grant. c) that information in the financial report is correct and any detailed supporting information as the Grantor may require will be furnished by the Grantee promptly upon request; and, e) that all requirements called for by the Grant Agreement have been met up to the date of this certification."

Signed by: \_\_\_\_\_  
[Grantee Name], [Title/Position]

ID Number: \_\_\_\_\_

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

The Grantee will be reimbursed a set amount upon completion programmatic objectives. Once the Grantee has presented the documentation required under the agreement, DAI will deposit the corresponding sum in the Grantee's bank account within 30 days of receipt and acceptance of said documentation by DAI. Payments, up to 90% of the Grant Award Amount, will be made upon receipt and approval of the Financial Report. The remaining 10% of the grant funds will be reimbursed upon receipt and approval by DAI of the final report.

## 6. Reporting and Evaluation

- a. Grant Financial Report: The Grantee will present a report using the format shown in Annex Six: "Financial and Programmatic Reports".
- b. The grantee will present the Grant Financial Report and the Progress Report every quarter **or** at the request of the DAI technical staff. Reports will be presented every three months (i.e. March 31, June 30, September 30 and December 31) until the dates indicated in the following schedule (or they will be presented one time only for grants less than 6 months in duration):
- c. The **first quarterly or single final report** is due on [final report due].
- d. Grant Financial Report: every quarter until **XXXX or once by XXXX**.
- e. Grant Financial Report Format shall show the budgeted amounts, amounts expended for each line of the budget, and the amount remaining.
- f. Grant Progress Report: The grantee will present a Grant Progress Report which must: 1) compare actual results for the period with the activities, goals and objectives of LGP/NEXOS LOCALES; 2) identify any potential and existing problems; and 3) describe the activities planned for the following period.
- g. Final Report: The Grantee will present the Final Project Progress Report on or before [Final Report Due].
- h. The Grantee will send all reports to the designated Agreement Officer, [INSERT name], [INSERT project office address]

7. The grantee has full responsibility for executing USAID Local Governance Project/NEXOS LOCALES or activity being supported by the grant and for complying with the award conditions. Although the grantee is encouraged to ask for the opinion and support of DAI about any specific problems that may arise, this suggestion does not diminish the responsibility of the grantee. The grantee must apply solid technical and administrative criteria. The grant award does not imply that the responsibility for operative decisions has been transferred to DAI. The party receiving the grant has the responsibility of notifying DAI about any significant problems associated with the administrative or financial aspects of the grant award.
8. Certify in writing to DAI at the end of the grant that the activity was completed. If unable to certify, appropriate reimbursements will be made.
9. Provide a certification as set forth in Annex 4 concerning Certification Regarding Debarment, Suspension and Other Responsibility Matters (if grantee is a US organization); Certification regarding Prohibition of Assistance to Drug Traffickers (if country of activity is listed in ADS 206.5.3); and Certification Regarding Terrorist Financing (for all grantees).
10. Provide a report indicating the total foreign taxes paid on items purchased using U.S. assistance funds under this grant as outlined in Annex 8.
11. Inform DAI promptly of any changes in its officers, name, legal status, address, or telephone/fax number.
12. Grantee hereby agrees to indemnify, defend and hold DAI, 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 DAI 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.

DAI 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 DAI for their use in connection with the performance of services pursuant to the Agreement. DAI's obligation under this paragraph will survive cancellation, expiration or termination of this Agreement by either party for any reason

13. Termination and Suspension

- a. DAI'S Agreement Officer and/or DAI 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 DAI 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 DAI 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 DAI 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 DAI 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, DAI 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 DAI, following notice to the grantee, unilaterally 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 DAI, 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. 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.

No additional sub-agreements are permitted under the terms of this award. This agreement may be amended by mutual agreement, in writing, signed by both parties.

Sincerely,

---

Date: \_\_\_\_\_  
[INSERT name], Agreement Officer/Chief of Party/DAI

Acknowledgement of receipt: [Grantee]

Signed by: \_\_\_\_\_  
[Grantee Name], [Title/Position]

ID Number: \_\_\_\_\_

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

**Annexes:**

**One: Program Description**

**Two: Program Budget**

**Three: Request for Reimbursement Form**

**Four: Documentation of Recipient Contribution**

**Five: Financial and Programmatic Report Formats**

**Six: Branding Strategy and Marking Plan**

**Seven: Certifications , Assurances, Other Statements of the Grantee**

**Eight: Mandatory Standard Provisions and Required as Applicable Provisions**

## **ANNEX ONE: PROGRAM DESCRIPTION**

DAI Awards the following grant, based on the application received in writing from the Grantee on [Date received] and revised on [date approved], under the name “[Grant title]”, which describes the activities to be developed by LGP/NEXOS LOCALES using agreement 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:**

[Grant Summary]

**Period of Performance:** [Start and End Date]

### **Project justification:**

[Background]

### **Description of project objective:**

[Objectives]

### **Beneficiaries:**

[Beneficiaries/Impact]

### **Detailed Reporting Requirements:**

[Deliverables/reports]

### **Coordination/Special Instructions:**

[Coordination]

[Special instructions]

Amount of Agreement and Payment

DAI hereby obligates the amount of \$ [Est Grant Amount USD] payable in local currency for purposes of this Agreement. Payments will be made on a cost reimbursable basis.

Grant close out would be accomplished with DAI acceptance of the final report and approval of payment.

The Grantee is responsible for the maintenance of the equipment and material received.

DAI reserves the right to terminate in whole or in part, or suspend payments, should the Grantee become insolvent during performance of the grant.

The Grantee must certify in writing to the DAI Agreement Officer at the end of the grant that they activity was completed. If the Grantee cannot certify it shall be expected to make appropriate reimbursements.

The Grantee will use and conserve the property for the purposes specified in LGP/NEXOS LOCALES awarded with the grant, according to the Standard Provision “Title to and Use of Property (Grantee Title: \$ 50,000 and Under)” as follows:

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

**Standard Provision on Title to and Use of Property (June 2012)**

- a. Title to all Property financed under this award vests in the grantee 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 LGP/NEXOS LOCALES:
  - (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 grantee'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 grantee agrees to use and maintain all Property for the purpose of this award in accordance with the following procedures:
  - (1) The grantee 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 LGP/NEXOS LOCALES.
  - (2) When the Property is no longer needed for the program for which it was acquired during the period of this award, the grantee 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
  
- d. The grantee 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 grantee must maintain appropriate insurance equivalent to insurance the grantee maintains for its own property. Any loss, damage, or theft must be investigated and fully documented, and the grantee must promptly notify LGP/NEXOS LOCALES. The grantee may be liable where insurance is not sufficient to cover losses or damage.

e. Upon completion of this award, the grantee must submit to LGP/NEXOS LOCALES 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 grantee must dispose of Property at the end of this award in accordance with the grantee's property disposition report, unless the LGP/NEXOS LOCALES directs the grantee in writing within 60 days of receipt of the grantee's property disposition report to dispose of the Property in a different manner. Disposition may include the following:

- (1) The grantee may retain title with no further obligation to LGP/NEXOS LOCALES.
- (2) The grantee may retain title, but must compensate LGP/NEXOS LOCALES for the USAID share, based on the current fair market value of the Property.
- (3) The grantee 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 grantee will be compensated for its proportional share of the Property that the grantee financed with its own funds, if any, based on the current fair market value of the Property.

f. LGP/NEXOS LOCALES 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 grantee 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 grantee must follow the provisions above for protection and maintenance of the Property, and provide LGP/NEXOS LOCALES with an annual inventory of such Property and follow any additional instructions on protection and maintenance as may be provided by LGP/NEXOS LOCALES.

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

**ATTACHMENT TWO: PROGRAM BUDGET**

**ATTACHMENT THREE: REQUEST FOR REIMBURSEMENT FORM**

2. GRANT NO.: \_\_\_\_\_

**2. GRANTEE ORGANIZATION**

<b>Name:</b>	<b>Address (number and street):</b>
<b>ZIP Code and City:</b>	<b>Country:</b>

**7. GRANTEE'S BANK DATA**

<b>Bank name:</b>	<b>Address (number and street, ZIP Code and city, Country)</b>
<b>Phone:</b>	<b>Fax:</b>
<b>Account Number:</b>	<b>Wire Transfer No/SWIFT Code:</b>

**8. PERIOD COVERED BY THIS REQUEST**

<b>From (month, day, year)</b>	<b>To (month, day, year)</b>
--------------------------------	------------------------------

**9. COMPUTATION OF AMOUNT OF REIMBURSEMENT (IN ACCORDANCE WITH DETAILED BUDGET)**

<b>CATEGORY (Line item)</b>	<b>APPROVED BUDGET (\$)</b>	<b>REIBURSEMENT- FOR THIS PERIOD (\$)</b>	<b>CUMULATIVE FOR PREVIOUS PERIODS (\$)- REIMBURSED</b>	<b>NEW CUMULATIVE (\$)</b>
		<b>(A)</b>	<b>(B)</b>	<b>(C)=(A)+(B)</b>

**10. CERTIFICATION**

*"The undersigned hereby certifies: a) that the above amount for expenses represents the best estimate of funds needed for the disbursements to be incurred over the period described; b) that payment of the sum claimed as total spent in this request is proper and due and that all funds provided by DAI have been used solely for the purposes described in the Grant Agreement and in accordance with all of the terms and conditions therein; c) that appropriate refund or credit to the Grant will be made in the event of a disallowance in accordance with the terms of the Grant, for nonperformance in whole or in part under this Grant, in the event funds are not expended, and that any interest exceeding the local currency equivalent of US\$250 per year accrued on the funds made available herein will be refunded to DAI; d) that information in the financial report is correct and any detailed supporting information as the*

Grantor may require will be furnished by the Grantee promptly upon request; and, e) that all requirements called for by the Grant Agreement have been met up to the date of this certification."

Attachments (please attach documents supporting this request):

1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Signature or authorized certifying official</b> _____	<b>Date request submitted</b> _____
<b>Typed or printed name and title</b> _____	<b>Phone</b> _____

**ATTACHMENT THREE: RECONCILIATION AND ADVANCE REQUEST FORM**

2. GRANT NO.: \_\_\_\_\_

**2. GRANTEE ORGANIZATION**

<b>Name:</b>	<b>Address (number and street):</b>
<b>ZIP Code and City:</b>	<b>Country:</b>

**6. GRANTEE'S BANK DATA**

<b>Bank name:</b>	<b>Address (number and street, ZIP Code and city, Country)</b>
<b>Phone:</b>	<b>Fax:</b>
<b>Account Number:</b>	<b>Wire Transfer No/SWIFT Code:</b>

**7. PERIOD COVERED BY THIS REQUEST**

<b>From (month, day, year)</b>	<b>TO (month, day, year)</b>
--------------------------------	------------------------------

**8. COMPUTATION OF RECONCILIATION (IN ACCORDANCE WITH DETAILED BUDGET)**

<b>CATEGORY (Line item)</b>	<b>APPROVED BUDGET (\$)</b>	<b>RECONCILED THIS PERIOD (\$)</b>	<b>CUMULATIVE RECONCILED FOR PREVIOUS PERIODS (\$)</b>	<b>NEW CUMULATIVE AMOUNT RECONCILED (\$)</b>
		<b>(A)</b>	<b>(B)</b>	<b>(C)=(A)+(B)</b>

**6. CASH FORECAST**

	<b>Main Cost Categories or Budget Line Items</b>	<b>Amount of Advance Requested</b>

	<b>Total Advance Requested:</b>	<b>0</b>

**8. CERTIFICATION**

*"The undersigned hereby certifies: a) that the above amount for expenses represents the best estimate of funds needed for the disbursements to be incurred over the period described; b) that payment of the sum claimed as total spent in this request is proper and due and that all funds provided by DAI have been used solely for the purposes described in the Grant Agreement and in accordance with all of the terms and conditions therein; c) that appropriate refund or credit to the Grant will be made in the event of a disallowance in accordance with the terms of the Grant, for nonperformance in whole or in part under this Grant, in the event funds are not expended, and that any interest exceeding the local currency equivalent of US\$250 per year accrued on the funds made available herein will be refunded to DAI; d) that information in the financial report is correct and any detailed supporting information as the Grantor may require will be furnished by the Grantee promptly upon request; and, e) that all requirements called for by the Grant Agreement have been met up to the date of this certification."*

Attachments (please attach documents supporting this request):

1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Signature or authorized certifying official</b>  _____	<b>Date request submitted</b>  _____
<b>Typed or printed name and title</b>  _____	<b>Phone</b>  _____

**ATTACHMENT FOUR: DOCUMENTATION OF GRANTEE CONTRIBUTION**



**DOCUMENTATION OF GRANTEE CONTRIBUTION**

<b>STANDARD GRANT NO.</b>	
<b>Grantee:</b>	[Beneficiary Name]
<b>Activity Name:</b>	
<b>Activity Number/Task Code:</b>	
<b>Prime Contract/TO Number:</b>	
<b>Prime Contract/TO Title:</b>	

This is to certify that [Organization Name] contributed the following labor/materials/goods/use of equipment or room as part of its counterpart contribution in support of the above referenced Grant during the milestone period.

<b>Description of Item, Labor, etc. Contributed</b>	<b>Evidence of Grantee Contribution Submitted</b>	<b>Submission Date</b>	<b>Attached here or otherwise submitted? (Detail method, to whom and date)</b>

\_\_\_\_\_  
 Certified by:  
 [Grantee Name]

\_\_\_\_\_  
 Signature of authorized representative

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[Name & Title ]

---

Date

**ATTACHMENT FIVE: FINANCIAL AND PROGRAMMATIC REPORT FORMATS**

**SAMPLE FINANCIAL REPORT**

**MONTHLY FINANCIAL REPORT**

Reporting Period: month/day/year To: month/day/year  
**USAID Funds**

Line Item		Month Liquidated	Month Budgeted	Total Budget	Previous Period Cumulative Liquidated	Cumulative Liquidated	Remaining Balance
		1	2	3	4	5=(1+4)	6=(3-5)
1	?	0				0	0
2	?	0				0	0
3	?	0				0	0
4	?	0				0	0
5	?	0				0	0
6	?	0				0	0
7	?	0				0	0
8	?	0				0	0
9	?	0				0	0
10	?	0				0	0
11	?	0				0	0
12	?	0				0	0
<b>TOTAL</b>		0	0	0	0	0	0

**SAMPLE FINANCIAL REPORT**

**QUARTERLY FINANCIAL REPORT**

Reporting Period: month/day/year To: month/day/year  
**USAID Funds**

Line Item		Quarter	Quarter	Total	Previous Period	Cumulative	Remaining
		Liquidated	Budgeted	Budget	Cumulative Liquidated	Liquidated	Balance
		1	2	3	4	5=(1+4)	6=(3-5)
1	?	0				0	0
2	?	0				0	0
3	?	0				0	0
4	?	0				0	0
5	?	0				0	0
6	?	0				0	0
7	?	0				0	0
8	?	0				0	0
9	?	0				0	0
10	?	0				0	0
11	?	0				0	0
12	?	0				0	0
<b>TOTAL</b>		0	0	0	0	0	0

**Sample Program Report**

**PROGRAM REPORT**

(name of the program) \_\_\_\_\_

Grant No: \_\_\_\_\_

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

Reporting Period: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

**Please record progress on any indicators that apply to your project.**

a) Result: xxxxxxxxxxxxxx

**Indicator:**

- xxxxxxxxxxxxxxxxxxxx

b) Result: yyyyyyyyyyyyyy

**Indicator:**

- yyyyyyyyyyyyyyyyyyyyyy

c) Result: zzzzzzzzzzzzzzzz

**Indicators:**

- zzzzzzzzz
- zizizizizi

Planned Activities For this Period	Anticipated Results of Those Activities	Actual Achievements to Date	Problems with Implementation/ Adjustments to Plan
1)			
2)			
3)			
4)			
5)			
6)			

**ATTACHMENT SIX: BRANDING STRATEGY AND MARKING PLAN**

## ATTACHMENT SEVEN: CERTIFICATIONS, ASSURANCES AND, OTHER STATEMENTS OF THE GRANTEE

{It is important that these certifications and assurances be signed before award so that we can assert their eligibility and responsibility prior to signing.}

Prior to Award, DAI requires successful grant applicants to submit a signed copy of the following certifications and assurances, as applicable:

- 1. Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs** (*Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.*)
- 2. Certification Regarding Lobbying** (*This certification applies to grants greater than \$100,000.*)
- 3. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)**
- 4. Certification Regarding Terrorist Financing, Implementing Executive Order 13224**
- 5. Certification, assurances and other statements of the Grantee**

In addition, the following two certifications will be included only as required per ADS 206 for Key Individuals or Covered Participants in covered countries:

**Part II – Key Individual Certification Narcotics Offenses and Drug Trafficking**

**Part III – Participant Certification Narcotics Offenses and Drug Trafficking**

(Note: Parts IV & V – Other Statements of Grantee is included in the grant file as part of the grant application.)

## **ATTACHMENT EIGHT: MANDATORY STANDARD PROVISIONS AND REQUIRED AS APPLICABLE PROVISIONS FOR NON-US NONGOVERNMENTAL ORGANIZATIONS**

{Include full text of the following mandatory provisions here.}

- M1. ALLOWABLE COSTS (JUNE 2012)**
- M2. ACCOUNTING, AUDIT, AND RECORDS (JUNE 2012)**
- M3. AMENDMENT OF AWARD AND REVISION OF BUDGET (AUGUST 2013)**
- M4. NOTICES (JUNE 2012)**
- M5. PROCUREMENT POLICIES (JUNE 2012)**
- M6. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (JUNE 2012)**
- M7. TITLE TO AND USE OF PROPERTY (JUNE 2012)**
- M8. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)**
- M9. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (AUGUST 2013)**
- M10. AWARD TERMINATION AND SUSPENSION (JUNE 2012)**
- M11. GRANTEE AND EMPLOYEE CONDUCT (AUGUST 2013)**
- M12. DEBARMENT AND SUSPENSION (JUNE 2012)**
- M13. DISPUTES AND APPEALS (JUNE 2012)**
- M14. PREVENTING TERRORIST FINANCING (AUGUST 2013)**
- M15. TRAFFICKING IN PERSONS (JUNE 2012)**
- M16. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)**
- M17. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2012)**
- M18. NONDISCRIMINATION (JUNE 2012)**
- M19. USAID DISABILITY POLICY - ASSISTANCE (JUNE 2012)**
- M20. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)**
- M21. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)**
- M22. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)**
- M23. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)**

In addition, DAI will include the relevant “**REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR NON-US NONGOVERNMENTAL ORGANIZATIONS**”

{Include full text of the “as applicable” which are relevant to this specific grant.}

- RAA1. ADVANCE PAYMENT AND REFUNDS (JUNE 2012)**
- RAA2. REIMBURSEMENT PAYMENT AND REFUNDS (JUNE 2012)**
- RAA3. INDIRECT COSTS – NEGOTIATED INDIRECT COST RATE AGREEMENT (NICRA) (JUNE 2012)**
- RAA4. INDIRECT COSTS – CHARGED AS A FIXED AMOUNT (NONPROFIT) (JUNE 2012)**
- RAA5. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)**

- RAA6. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)
- RAA7. SUBAWARDS (JUNE 2012)
- RAA8. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (AUGUST 2013)
- RAA9. OCEAN SHIPMENT OF GOODS (JUNE 2012)
- RAA10. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)
- RAA11. PATENT RIGHTS (JUNE 2012)
- RAA12. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)
- RAA13. INVESTMENT PROMOTION (NOVEMBER 2003)
- RAA14. COST SHARE (JUNE 2012)
- RAA15. PROGRAM INCOME (JUNE 2012)
- RAA16. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)
- RAA17. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)
- RAA18. PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)
- RAA19. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)
- RAA20. ELIGIBILITY OF SUBGRANTEES OF ANTI-TRAFFICKING FUNDS (JUNE 2012)
- RAA21. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)
- RAA22. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)
- RAA23. CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)
- RAA24. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)
- RAA25. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)
- RAA26. LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (JULY 2014)

**ANNEX 4: SAMPLE FIXED AMOUNT AWARD FORMAT**



**FIXED AMOUNT AWARD**

Between  
**Development Alternatives, Inc.**  
And  
**{insert}**  
**GRANT NO: {insert}**  
**GRANT TITLE:**  
**Prime Contract/TO No.: AID-520-C-14-00002**  
  
**(For NGO under DAI Prime Contract)**

Development Alternatives, Inc. (also referred to as DAI) is pleased to award **{insert}** (also referred to as the Grantee), a fixed value grant with a ceiling of USD **#{insert}**, payable according to the Schedule of Milestones and Payments in Attachment Two, in support of **{insert project name}**, as fully described in the Program Description.

The local currency equivalent of the USD ceiling is **#{insert} as of {insert date}**. Disbursements shall be made in local currency using the exchange rate in effect at the time of each payment, unless authorization is provided for payments in U.S. Dollars. The total provided to the Grantee shall be the lesser of the U.S. Dollar or local currency amounts, and in under no circumstances shall the total U.S. Dollar amount be exceeded.

Please sign both original copies of this Grant Agreement document to acknowledge your receipt and acceptance of the grant terms and conditions as set forth below, and return one original to DAI at the address indicated on the Overview Page.

<b>FOR DEVELOPMENT ALTERNATIVES INC.:</b>	
Signature: Name: <b>{insert}</b> Title: <b>{insert}</b>	Date: <b>{insert}</b>

**ACCEPTED AND CERTIFIED:**

As a legally authorized representative of the Grantee, by signing this Grant Agreement, the Grantee hereby certifies and agrees to comply with the terms and conditions as set forth in the agreement and the attachments listed on the Overview Page, which are incorporated as part of the Grant.

FOR **{GRANTEE NAME}**

**GRANTEE DUNS NO. #**{insert}

Signature:

Name: **{Authorized Representative name}**

Title: **{insert}**

Date: **{insert}**

## OVERVIEW PAGE

**ISSUED BY:** Development Alternatives Inc.

{insert project name}

{insert project address}

Primary Contact/Grants Manager: {insert name, email, and phone}

Technical Contact: {insert name, email, and phone}

**GRANTEE:** Primary Grants Management Contact: {insert name, email, address and phone}

Technical Contact: {insert name, email, address and phone}

Primary Financial Contact {insert name, email, address and phone}

**PERIOD OF GRANT:** {insert}

**TYPE OF GRANT:** Fixed Amount Award

**TOTAL FIXED VALUE/CEILING:** \${ Amount in USD} (Not to exceed)

**Local Currency Equivalent:** Enter Equivalent Amount in local currency (at time of award)

The local currency equivalent of the USD ceiling is listed above as of {insert date}. The total provided to the Grantee shall be the lesser of the U.S. Dollar or local currency amounts, and **under no circumstances shall the total U.S. Dollar amount be exceeded.**

**PRIME CONTRACT/ TO NUMBER:** AID-520-C-14-00002

**REGION:** {Insert when applicable}

**GRANT TITLE:**

**ATTACHMENTS:**

- |       |   |
|-------|---|
| One   | Program Description   |
| Two   | Schedule of Milestones and Payments   |
| Three | Branding Strategy and Marking Plan  |
| Four  | Voucher for Payment, Milestone Certification, and Documentation of Grantee contribution |
| Five  | Certifications, Assurances, Other Statements of the Grantee                             |
| Six   | Standard Provisions (Mandatory and Required as Applicable)                              |

## Article One: Purpose of Grant

The purpose of this grant is to provide support for the program described in *Attachment One, Program Description*.

## Article Two: Period of Grant

The effective date of this Grant is **{insert}** and the completion date is **{insert}**.

## Article Three: Amount of Award and Payment

- B. DAI hereby awards a fixed amount award with a ceiling of USD **#{insert}**, payable in accordance with *Attachment Two: Schedule of Milestones and Payments*.
- C. The local currency equivalent of the USD ceiling is **#{insert} as of {insert date}**. Disbursements shall be made in local currency using the exchange rate in effect at the time of each payment unless authorization is provided for payments in U.S. Dollars. The total provided to the Grantee shall be the lesser of the U.S. Dollar or local currency amounts, and under no circumstance shall the total U.S. Dollar fixed value amount be exceeded.
- D. DAI shall not be liable for making payments to the Grantee for any costs in excess of the fixed ceiling/obligated amount of the award or outside the Grant period.
- E. The accomplishment of each milestone will be based on the successful submittal or completion of the tasks delineated for that Milestone.
- F. Payments are based on the pre-established, fixed amounts listed in *Attachment Two: Schedule of Milestones and Payments* upon the submission of evidence that a milestone has been achieved or completed. Payment will be made to the Grantee upon submission of the required documents listed below and DAI acceptance of the milestone completion. Grantee must certify that it will make no further claim against the grant or after payment.
- G. To obtain payments under this Grant, the Grantee shall submit the following documents to the Grants Manager/Specialist designated on the Overview Page:
  - (1) Voucher for Payment (*Attachment Four*)
  - (2) Milestone Certification-certifying that the Milestone being billed has been completed (*Attachment 4*)
  - (3) Evidence of completion required by DAI for the milestone. The documentation required for each milestone is specified in *Attachment Two: Schedule of Milestones and Payments*.

The Grantee may submit the documentation of milestone completion either as e-mail attachments to the voucher or in hard copy form.

  - (4) Documentation of any grantee contribution (ie. donated labor/activities/use of conference room) expended in support of the Grant during the milestone period. (*Attachment Four*)
- H. Payment shall be within 30 days after receipt of a proper payment voucher, with milestone certification and required documentation, or verification and acceptance by DAI of milestone

completion for which payment is requested, whichever is later. DAI reserves the right to withhold payment subject to milestone completion verification.

- I. Grantee Contribution: The Grantee will contribute goods and services valued at approximately 0.00 {insert} (\$\_\_\_\_\_). The Grantee is expected to provide supporting evidence of counterpart contribution under the terms of this agreement. (*Attachment Four*)

#### **Article Four: Amendments**

- A. Grantee will obtain a written amendment to the Grant prior to making any changes to: 1) the activities being supported by this Grant; 2) the fixed amount of the grant; 3) the milestones; or 4) change in Grant completion date.
- B. DAI at its discretion may agree to amend milestones during the period of the Grant, if the original milestones are no longer appropriate or if conditions affecting the ability of the Grantee to meet the milestone/s change for reasons beyond the Grantee's control. The amended milestones must be compatible with and satisfy the original purpose of the grant.
- C. No payments shall be made in excess of the fixed obligated ceiling without written amendment to the Grant. Increases to the fixed ceiling will be rare and only upon Grantee's submission, and DAI's acceptance, of documented justification for an increase due to circumstances beyond the control of the Grantee such as natural causes or political upheaval.

#### **Article Five: Grant Close Out**

Grant close out will be accomplished with DAI acceptance of the final milestone, approval of final payment, certification by Grantee, and at DAI's discretion, may also include independent verification by DAI that all milestones were completed.

The voucher for payment of the final milestone must be submitted within {Insert No. of Days} days following completion of the Grant. Instructions:(30 days is the standard, however, the maximum of 60 days may be allowed if there is at least 90 days remaining in period of performance for prime contract/TO/COAG. In all cases allow at least 30 days from final submission of milestone to end date of prime contract.)

Upon submission of the voucher for payment for the final milestone, the Grantee must certify in writing that the Grant activities are completed and the Grantee will make no further claim against DAI after final payment. If Grantee is unable to certify completion of the milestones, DAI may require the Grantee to make appropriate reimbursements to DAI.

#### **Article Six: Termination**

- A. This award may be terminated by either party at any time, in whole or in part, 15 days after receipt of written notification by the other party.
- B. DAI may terminate this award at any time, whenever it is determined that the grantee has materially failed to comply with the terms and conditions of the award. Examples of failure to comply with the terms and conditions of the grant include failure to comply with any of the certifications or standard provisions included in *Attachments Five and Six*, which are hereby incorporated.

One example of failure to comply is 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.

- C. DAI reserves the right to terminate this Grant should the Grantee become insolvent during performance of the award.
- D. If at any time DAI or USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because funding was curtailed or reduced for the prime project, or continuation of the grant would not be in the national interest of the United States, then DAI may terminate this Grant in whole or part and prohibit the grantee from incurring additional obligations chargeable to this award and cancel the portion of the Grant which has not been irrevocably committed to third parties.
- E. Upon receiving a notification of termination, the Grantee shall take immediate action to minimize all expenditures financed by this award. The Grantee shall not incur costs related to this Grant after the notification has been received, except for costs already irrevocably committed to third parties.
- F. If DAI terminates the Grant, the Grantee may submit a claim for reimbursement within 30 calendar days of such termination for any work completed or costs incurred in performance of any unpaid or incomplete milestones up to the date of termination notification.

DAI shall review the claim and determine the amount(s) to be paid to the Grantee under such claim in accordance with the final approved detailed application budget. Documented evidence of costs incurred in direct support of the project must be submitted with the claim.

- G. This award may be terminated at any time in whole or in part by the Grantee upon sending written notification to DAI 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 DAI 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, DAI may terminate the award in its entirety.

### **Article Seven: Branding and Marking**

- A. It is USAID policy is that all programs, projects, activities, public communications, and commodities, partially or fully funded by USAID must be marked appropriately overseas with the USAID Identity. Grantee agrees to submit a branding and marking plan in compliance with USAID's branding guidelines as articulated in ADS 320 and detailed in the Graphics Standards Manual **available at [www.transition.usaid.gov/branding](http://www.transition.usaid.gov/branding)** or any successor branding policy.
- B. Standard Mandatory Provision "MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE" (JUNE 2012) is hereby incorporated in full. (Excerpts of key points applicable to this Grant are included below.)

The USAID Identity is the official marking for USAID, comprised of the USAID logo and brand mark with the tagline "from the American people." The USAID Identity is on the USAID Web site at [transition.usaid.gov/branding](http://transition.usaid.gov/branding). Grantees 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 grantee is encouraged to otherwise acknowledge USAID and the support of the American people.
- C. The grantee may submit a written request to DAI for 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;
  - (7) Conflict with international law; or
  - (8) Present compelling safety or security concerns.
- D. Any approved waivers for DAI’s prime contract/task order “flow down” to this Grant unless specified otherwise. Applicable DAI waivers are attached to this Grant.

## **Article Eight: Other Terms and Conditions**

### **A. Certifications, Assurances, Other Statements of the Grantee**

The Grantee is required to sign and submit a copy of the applicable pre-award certifications and assurances attached in *Attachment Five*.

**B. Standard Provisions (Mandatory and Required as Applicable)**

The Grantee agrees to comply with the standard provisions included in *Attachment Six*, which are hereby incorporated.

**C. Records**

The Grantee shall maintain records of transactions related to the Grant, particularly evidence of milestone completion, for at least three years after payment of the final milestone, or longer if dictated by local law. After the end of the agreement, DAI and USAID retain the right, at their discretion, to examine all or a sample of the Grantee's records or transactions related to the Grant Agreement, particularly where concerns of implementation irregularities arise.

**D. Controlling Language**

The Grantee shall acknowledge English as the controlling language. If this award or any of its supporting documents are provided in a foreign language, the English language version is the controlling version.

**E. Notification of Changes**

The Grantee shall inform DAI promptly of any changes in its officers, name, legal status, address, or telephone/fax number.

**F. Equipment – Title and Eligibility Rules for Procurement of Goods**

(1) The Grantee may need to procure equipment or supplies (excluding real property) for its own use or for beneficiaries of its program in order to accomplish a milestone. Purchases by the Grantee that are incidental to the completion of a milestone are not deemed financed by the grant notwithstanding that their costs were included in the estimate upon which the total fixed price Grant award was negotiated.

(2) Therefore, unless otherwise specified in *Attachment Two: Schedule of Milestones and Payments*, title to any equipment or property purchased to accomplish any milestones under this Grant Agreement vests in the Grantee upon acquisition, with the condition that the Grantee must use the equipment for the Grant as long as it is needed.

(3) When the purchase of equipment or supplies is itself the milestone and such purchase is specifically named in the milestone, the Grantee shall comply with USAID source and nationality rules: 22 CFR 228, ADS 310, and ADS 312. The "Required as applicable" Standard Provision "RAA4. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (JUNE 2012)" must be adhered to and is hereby incorporated in this Grant. The purchase of any equipment under a FAA which has a per unit cost of >\$5,000 must be approved by USAID.

(4) The Authorized Geographic Code for procurement of all goods and services to be reimbursed under this grant is code **937**. Under this geographic code, the Grantee may procure goods or services from vendors in the United States, Guatemala, and "Developing Countries"

other than “Advanced Developing Countries”, but excluding any country that is a “Prohibited Country”, as defined below.

**Prohibited countries** are countries that the US Government does not do business with, i.e. purchase goods or services from these countries, previously referred to as foreign policy restricted countries. THE GRANTEE MAY NOT PROCURE GOODS OR SERVICES FROM THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPREHENSIVE SANCTIONED COUNTRIES: CUBA, IRAN, NORTH KOREA, SUDAN, AND SYRIA. By signing this Agreement, the Grantee certifies that equipment specified as a milestone in this grant will not be procured from vendors located in one the OFAC prohibited countries above, nor will the origin of any of the parts be from a prohibited country.

If the Grantee must procure goods or services from a vendor not located in the authorized geographic areas, the Grantee shall contact the DAI Grants Manager/Specialist for assistance. If DAI determines that the grantee has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, DAI may require the grantee to refund the entire amount of the purchase.

(5) In addition, when the purchase of non-expendable equipment is itself the milestone and such purchase is specifically named in the milestone, Title to/ownership of the non-expendable property (NXP)\* remains with USAID or the cooperating country until such time DAI receives approval from USAID for final title and ownership transfer to your organization.

In the event USAID approval is **not** obtained for title/ownership transfer the Grantee agrees to return the property to DAI in as good condition as received, except for reasonable wear and tear.

- **Definition of NXP: 2 CFR 200.213 Definition of Equipment & TITLE TO AND USE OF PROPERTY (JUNE 2012) Applies** Property must: 1)Be tangible; 2)Have expected life of more than one year; 3)Have per unit cost > \$5,000

(6) Grantees must not procure real property under a FAA. Real property means land, including land improvements, structures and appurtenances thereto, but excludes movable machinery and equipment.

(7) The Grantee must verify that no support or resources are provided to individuals or entities, nor is any equipment procured from entities that appear on the OFAC Specially Designated Nationals List (SDN) and the database formerly known as EPLS, now searchable at [www.sam.gov](http://www.sam.gov).

## **G. Responsibility of the Grantee**

The Grantee has full responsibility for executing the project or activity being supported by the grant and for complying with the award conditions. Although the Grantee is encouraged to ask for the opinion and support of DAI about any specific problems that may arise, this suggestion does not diminish the responsibility of the Grantee. The Grantee must apply solid technical and administrative criteria. The Grantee agrees to notify DAI about any significant problems associated with the administrative or financial aspects of the grant award.

DAI will conduct monitoring of the Grant implementation, including site visits as appropriate.

## **H. Disputes and Indemnification**

Any dispute under this award will be decided by the DAI HQ Chief Ethics and Compliance Officer (CECO). Notwithstanding any other terms of this award, the Grantee has no right to submit claims directly to DAI and DAI assumes no liability for any third party claims against the Grantee.

The Grantee hereby agrees to indemnify, defend and hold DAI, 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 the Grantee related to this Grant.

## **I. Host Country Salary Supplements**

USAID policies do not permit the payment of "salary supplements" to employees of a host government except in exceptional circumstances. Therefore, no funds associated with this Grant may be used to supplement the salaries of employees of the local government (country in which the project is being implemented) unless special consent is provided by the USAID Contracting Officer and passed on to the Grantee.

## **J. Anti-Corruption and Anti-Bribery Policy**

DAI conducts business under the strictest ethical standards to assure the proper use of funds. To assure grantees properly conduct business and perform the work, DAI policy and practice does not tolerate the following:

- Any bribery, kickback, facilitation payment or gratuity in which payments, gifts or special considerations are given to DAI or Government staff, or their representatives, to influence an award or approval decision.
- Any fraud in mis-stating or withholding information to benefit the grantee.
- Any collusion or conflicts of interest in which a DAI employee, consultant, or representative has a business or personal relationship with a principal or owner of the grantee that may appear to unfairly favor the grantee. Grantees must also avoid collusion or conflicts of interest in their procurements from vendors. Any such relationship must be disclosed immediately to DAI management for review and appropriate action, including possible exclusion from award.

These acts of corruption are not tolerated and may result in serious consequences, including termination of the award and possible suspension and debarment by the U.S. Government, excluding the grantee from participating in future U.S. Government business.

Any attempts or actual corruption should be reported immediately by either the grantee or DAI staff to:

- Toll-free Ethics and Compliance Anonymous Hotline at (U.S.) +1-503-597-4328
- Hotline website – [www.DAI.ethicspoint.com](http://www.DAI.ethicspoint.com), or
- Email to [Compliance@DAI.com](mailto:Compliance@DAI.com)

By signing this award, the grantee confirms adherence to this standard and that no attempts shall be made to influence DAI or Government staff through bribes, gratuities, facilitation payments, kickbacks or fraud. The grantee also acknowledges that violation of this anti-corruption and anti-bribery policy may result in termination and possible suspension and debarment by the U.S. Government.

## ATTACHMENT ONE: PROGRAM DESCRIPTION

(Note: FAAs may NOT be used for Construction/Rehabilitation Projects without authorization of HQ Director of Contracts.)

Program Description for {insert}.

### 1. BRIEF STATEMENT OF PURPOSE/ PROJECT SUMMARY

{insert}

### 2. BACKGROUND

{insert}

### 3. PROGRAM GOALS AND OBJECTIVES

{insert}

### 4. DESCRIPTION OF PROGRAM ACTIVITIES/ GRANTEE RESPONSIBILITIES

### 5. EXPECTED OUTCOMES

[Insert]

### 6. DAI PROJECT OVERSIGHT AND MONITORING

[Insert]

**7. GRANTEE MANAGEMENT TEAM** *(Include when project determines that it is critical for successful grant implementation that specific individuals remain working on the grant as part of the management team.)*

- 1.
- 2.
- 3.

**8. REPORTING REQUIREMENTS** *(Include when applicable.)*

**9. COORDINATION REQUIREMENTS** *(Include for OTI projects and when applicable.)*

**10. SPECIAL INSTRUCTIONS** *(Include for OTI projects and when applicable.)*

## ATTACHMENT TWO: SCHEDULE OF MILESTONES AND PAYMENTS

Following is the Schedule of Milestones and payment for each associated with the program which has been agreed upon between DAI and the Grantee, for funding under this Grant Agreement.

Milestone	Description of Milestone Activities	Required Deliverable	Evidence of Completion Required	Completion Date (if applicable)	Amount
1	[Examples: Submission and DAI acceptance of a detailed work plan and monitoring and evaluation plan; finalization of list of training participants; submission of draft slogan, draft storyboards and draft scripts story board]	[Example: Approved work plan and M&E plan, showing concurrence by Host Government Ministry]			LC Amount
2	[Example: Completion of Training, Completion of Broadcasts or publications, Submission of Draft Final Report]		[Examples: Participant sign in sheets, photos of training]		LC Amount
3	[Example: Acceptance of Final Report]	[Example: AOR approved Final Report, as described herein.]			LC Amount
	<b>Local Currency Equivalent* (at time of award)</b>				LC Amount
	<b>TOTAL FIXED VALUE/CEILING: in USD</b>			<b>Not to exceed amt</b>	USD \$

*Note: The fixed ceiling for this grant is in USD. The local currency equivalent of the USD fixed ceiling is \${{insert}} as of {{insert date}}. Under no circumstance shall the total U.S. Dollar fixed value amount be exceeded.*

**ATTACHMENT THREE: BRANDING STRATEGY AND MARKING PLAN**

**ATTACHMENT FOUR: VOUCHER FOR PAYMENT, MILESTONE  
CERTIFICATION & DOCUMENTATION OF GRANTEE CONTRIBUTION**



## VOUCHER FOR PAYMENT

<b>FIXED AMOUNT AWARD NO.</b>	
<b>Grantee:</b>	[Grantee Name]
<b>Activity Name:</b>	
<b>Activity Number/Task Code:</b>	
<b>Prime Contract/TO Number:</b>	
<b>Prime Contract/TO Title:</b>	

The undersigned hereby certifies:

- a) all activities required under the Milestone number listed below have been achieved/completed;
- b) that payment of the sum claimed in this Request is proper and due, and that all funds provided by DAI have been used solely for the purposes described in the Grant Agreement and in accordance with all of the terms and conditions therein;
- c) that appropriate refund or credit to the grant will be made in the event of a disallowance in accordance with the terms of the grant, for nonperformance in whole or in part under this grant, in the event funds are not expended, and that any interest accrued on the funds made available herein will be refunded to DAI;
- d) that all evidence of completion documentation submitted is valid and true;
- e) that any detailed supporting financial or other documentation which DAI may require will be furnished by the Grantee promptly upon request;
- f) that all requirements called for by the Grant Agreement have been met up to the date of this certification.

<b>MILESTONE NO.</b>	
<b>Total Amount Requested for this Milestone: (Amt and currency)</b>	<b>Q0.00</b>

Certified by:

8.3.1.1.1.1.1.1.1 [Grantee Name]

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
[Name & Title ]

\_\_\_\_\_  
Date

## MILESTONE CERTIFICATION



<b>FIXED AMOUNT AWARD NO.</b>	
<b>Grantee:</b>	[Beneficiary Name]
<b>Activity Name:</b>	
<b>Activity Number/Task Code:</b>	
<b>Prime Contract/TO Number:</b>	
<b>Prime Contract/TO Title:</b>	

This is to certify that [Organization Name] the milestone below has been achieved or completed as required under the Fixed amount award (FAA) for the implementation of [Activity Name] in [Activity Location]. A list of the evidence of completion documentation provided is included below as well as the submission date. The specific documentation required for each milestone is specified in *Attachment Two: Schedule of Milestones and Payments*.

MILESTONE NO.	[XX]		
Milestone Item	Evidence of Completion Documents Submitted (Photos, Training participant sign-in log, etc.)	Submission Date	Attached here or otherwise submitted? (Detail method, to whom and date)

\_\_\_\_\_  
Certified by:

\_\_\_\_\_  
Milestone Completion Verified by:

8.3.1.1.1.1.1.2 [Grantee Name]

DAI (Name/s of DAI staff verifying completion)

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_

\_\_\_\_\_  
[Name & Title ]

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## DOCUMENTATION OF GRANTEE CONTRIBUTION



<b>FIXED AMOUNT AWARD NO.</b>	
<b>Grantee:</b>	[Beneficiary Name]
<b>Activity Name:</b>	
<b>Activity Number/Task Code:</b>	
<b>Prime Contract/TO Number:</b>	
<b>Prime Contract/TO Title:</b>	

This is to certify that [Organization Name] contributed the following labor/materials/goods/use of equipment or room as part of its counterpart contribution in support of the above referenced Grant during the milestone period.

MILESTONE NO.	[XX]		
Description of Item, Labor, etc. Contributed	Evidence of Grantee Contribution Submitted	Submission Date	Attached here or otherwise submitted? (Detail method, to whom and date)

\_\_\_\_\_  
Certified by:

8.3.1.1.1.1.1.3 [Grantee Name]

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
[Name & Title ]

\_\_\_\_\_  
Date

## **ATTACHMENT FIVE: CERTIFICATIONS, ASSURANCES, OTHER STATEMENTS OF THE GRANTEE**

In accordance with ADS 303.3.8, DAI will require successful grant applicants to submit a signed copy of the following certifications and assurances, as applicable:

- 1. Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs** *(Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.)*
- 2. Certification Regarding Lobbying** *(This certification applies to grants greater than \$100,000.)*
- 3. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)**
- 4. Certification Regarding Terrorist Financing, Implementing Executive Order 13224**
- 5. Certification of Grantee**

In addition, the following two certifications will be included only as required per ADS 206 for Key Individuals or Covered Participants in covered countries:

- Part II – Key Individual Certification Narcotics Offenses and Drug Trafficking**
- Part III – Participant Certification Narcotics Offenses and Drug Trafficking**

(Note: Parts IV & V – Other Statements of Grantee is included in the grant file as part of the grant application.

## **ATTACHMENT SIX: STANDARD PROVISIONS (MANDATORY AND REQUIRED AS APPLICABLE)**

(Include full text of the following FAA mandatory provisions here and list the “as applicable” with option to select those which are relevant.)

- M1. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)
- M2. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (AUGUST 2013)
- M3. DRUG TRAFFICKING AND DRUG-FREE WORKPLACE (JUNE 2012)
- M4. DEBARMENT AND SUSPENSION (JUNE 2012)
- M5. PREVENTING TERRORIST FINANCING (AUGUST 2013)
- M6. TRAFFICKING IN PERSONS (JUNE 2012)
- M7. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)
- M8. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2012)
- M9. USAID IMPLEMENTING PARTNER NOTICE (IPN) PORTAL FOR ASSISTANCE (JULY 2014)
- M10. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)
- M11. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)

In addition, DAI will include the relevant **“REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR FIXED AMOUNT AWARDS TO NONGOVERNMENTAL ORGANIZATIONS”**.

- RAA1. FIXED OBLIGATION GRANT ADVANCE PAYMENT AND REFUNDS (JUNE 2012)
- RAA2. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)
- RAA3. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)
- RAA4. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (JUNE 2012)
- RAA5. FLY AMERICA ACT RESTRICTIONS (AUGUST 2013)
- RAA6. OCEAN SHIPMENT OF GOODS (JUNE 2012)
- RAA7. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)
- RAA8. PATENT RIGHTS (JUNE 2012)
- RAA9. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)
- RAA10. INVESTMENT PROMOTION (NOVEMBER 2003)
- RAA11. PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)
- RAA12. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)
- RAA13. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)
- RAA14. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)
- RAA15. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)
- RAA16. CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)
- RAA17. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)
- RAA18. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)
- RAA19. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)

RAA20. ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUGUST 2013)  
RAA21. LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (July 2014)

## ANNEX 5: FIXED AWARD AMOUNT (FAA) ENTITY ELIGIBILITY CHECKLIST

### FIXED AWARD AMOUNT (FAA) ENTITY ELIGIBILITY CHECKLIST

#### SECTION A - ENTITY ELIGIBILITY

##### 1. Organizational integrity

- Obtain copy of Articles of Incorporation or other documentation which substantiates the legal character/registration of the entity in country/region of operation.
- Identify principals/key personnel/organization structure
- Vet the organization/principals through local RSO or other checkpoints to
  - Validate good standing in local community (integrity, reputation, internal controls)
  - Ensure minimum statutory restrictions have been met
    - Excluded Parties List System (EPLS)
    - Terrorism/Special Designated Nationals (SDN)/Blocked Persons/Office of Foreign Assets Control (OFAC)/etc.

##### 2. Organization technical capacity to achieve proposed FAA activity

- Staff expertise/management capabilities to be utilized for activity
- Intellectual property to be applied
- Technology resources to be applied
- Other assets available and commitments incurred to determine cash flow

##### 3. Past Performance in the Sector

- Identify similar activities the entity has implemented
- Obtain third party information on performance related to quality of performance, timeliness of completion, input from past funding entities and activity beneficiaries
- Review, if available, objective performance documentation such as evaluations

##### 4. FAA activity implementation viability

- Are milestones appropriate to the activity? - "reasonable certainty about the cost and USAID can reasonably define accomplishment of the purpose of the grant or milestones."
- Are milestones verifiable?
- Is there sufficient information available on estimated costs to:
  - price milestones such that the FAA represents a good value to the Agency?
  - identify risks to both the implementing entity and Agency and mitigate the risks through "special conditions"?
  - milestone pricing will
    - ensure payments correspond to milestone achievement costs?
    - permit activity liquidity throughout implementation?
- Are FAA objectives/purposes to be accomplished within applicable Source/ Nationality restrictions?

## 5. FAA Pre-Award financial review checklist applicable for authorizing advances of funds, if necessary

- Is there a properly established bank account to receive USAID advances?
- Are account-related bank unused checks and petty cash on hand adequately safeguarded?
- Are there appropriate controls established over account disbursements?
- Are procedures established adequate to document account disbursement usage for grant activities?
- Are appropriate procedures established for regular reconciliation of bank account statements with internal records?
- Does Grantee have prior experience with managing advances from external sources? If so, was past accountability adequate or past issues resolved? (Note: prior advance management experience not required).
- Does Grantee have a comprehensive cash-flow projection for the proposed activity which supports the proposed implementation plan, and which can be readily updated periodically to project revised cash needs?
- Does the Grantee understand USAID cash management requirements using either the 30 day rolling advance process or the working capital advance type methodology (see ADS 303, Awarding Fixed Obligation Grants Additional Help Document)?
- A written report of findings on the above points should be made as part of the FAA checklist documentation. The report should provide a summary assessment of the overall advance fiduciary risks as high, medium or low with a brief summary supporting narrative.

## 6. Minimum statutory certifications/representations/provisions included/obtained, as appropriate

- Lobbying: Only applies to grants greater than \$100,000;
- Terrorist financing: Simplified version of standard clause;
- Drug Trafficking certifications: Only applies to grants of greater than \$100,000;
- Equal Opportunity Certification: Applicants not legally required to complete, but we are legally required to include - attach a copy to the grant;
- Individuals authorized to commit the grantee;
- DUNS number;
- Procurement information: Local procurement rules apply for small grants under ADS 311;
- Estimated Costs of Communications Products: Policy requirement only applies to communications product exceeding US \$25,000 in value;
- Condom and Prostitution provisions: Only apply to HIV/AIDS activities (see AAPD 05-04 Amendment 3);
- VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006): Mandatory Standard Provision in ADS 303 required for all assistance awards, regardless of the purpose of the award; and
- Other Family Planning provisions as required in ADS 303, if the purpose of the FOG involves family planning activities: Note that programs outside the usual Global Health area may involve family planning-related activities, in which case the required-when-applicable provisions must also be included.

## SECTION B – INSTITUTIONAL CAPACITY BUILDING

Minimum organizational capabilities for determining the extent of technical assistance the Grantee may require

- Assess ability to maintain/manage auditable records (for cost reimbursement grants);
- Assess availability of local/certified accounting services (for cost reimbursement grants);
- Assess ability to procure/manage property/personnel; and

- Assess management skills/resources

**ANNEX 6: SAMPLE IN-KIND GRANT FORMAT**



**IN-KIND GRANT**

Between  
**Development Alternatives, Inc.**

And

{insert}

**GRANT NO: {insert}**

**GRANT TITLE:**

**Prime Contract/TO No.: AID-520-C-14-00002**

**(For NGO under DAI Prime Contract)**

Development Alternatives, Inc. (also referred to as DAI) is pleased to award {insert} (also referred to as the Grantee), an in-kind, non-monetary grant of equipment/materials and/or services, as described in Attachments One and Two, in support of **USAID Local Governance Project (LGP/NEXOS LOCALES)/NEXOS LOCALES**.

Please sign both original copies of this Grant Agreement document to acknowledge your receipt and acceptance of the grant terms and conditions as set forth below, and return one original to DAI at the address indicated on the Overview Page.

<b>FOR DEVELOPMENT ALTERNATIVES INC.:</b>	
Signature Name: {insert} Title: {insert}	Date: {insert}

<p><b>ACCEPTED AND CERTIFIED:</b> As a legally authorized representative of the Grantee, by signing this Grant Agreement, the Grantee hereby certifies and agrees to comply with the terms and conditions as set forth in the agreement and the attachments listed on the Overview Page, which are incorporated as part of the Grant.</p> <p>FOR {GRANTEE NAME}</p>
---

Signature: Name: <b>{Authorized Representative name}</b> Title: <b>{insert}</b>	Date: <b>{insert}</b>
---	-----------------------

**OVERVIEW PAGE**

**ISSUED BY:** Development Alternatives Inc.  
**{insert project name}**  
**{insert project address}**

Primary Contact/Grants Manager: **{insert name, email, and phone}**  
Technical Contact: **{insert name, email, and phone}**

**GRANTEE:** Primary Grants Management Contact: **{insert name, email, address and phone}**  
Technical Contact: **{insert name, email, address and phone}**  
Primary Financial Contact **{insert name, email, address and phone}**

**PERIOD OF GRANT:** **{insert}**

**TYPE OF GRANT:** In-Kind

**TOTAL AWARD CEILING:** **#{ Amount in USD} (USAID funded amount, Not to exceed)**

Local Currency Equivalent: **{Enter Equivalent Amount in local currency at time of award}**

**PRIME CONTRACT/ TO NUMBER:** AID-520-C-14-00002

**REGION:** **{Insert when applicable}**

**GRANT TITLE:**

**ATTACHMENTS:**

- One** Program Description
- Two** List of Items (Equipment/Materials or Services) to Be Provided In-Kind
- Three** Branding Strategy and Marking Plan
- Four** Documentation of Grantee Contribution
- Five** Certifications, Assurances, Other Statements of the Grantee
- Six** Standard Provisions (Mandatory and Required as Applicable)

### Article One: Purpose of Grant

The purpose of this grant is to provide in-kind, non-monetary support for the program described in *Attachment One, Program Description*. The in-kind equipment, materials and/or services to be provided under this grant is listed in *Attachment Two*.

### Article Two: Period of Grant

The effective date of this Grant is **{insert}** and the completion date is **{insert}**.

### Article Three: Value of Award

- A. The estimated value and ceiling of USAID funded award is of USD **{insert}**. This ceiling represents an estimated cost for DAI's procurement of the equipment/materials and/or services; DAI shall not be liable for providing materials and/or services in excess of the USD ceiling amount. The local currency equivalent of the USD ceiling is **{insert} as of {insert date}**.
- B. In the event the actual acquisition cost is less than the grant ceiling, no monetary disbursement or additional equipment/materials shall be provided to the Grantee for the variance. Increases in the grant ceiling or number of items provided in-kind will only be provided following written amendment.
- C. Grantee Contribution: The Grantee will contribute goods and services valued at approximately 0.00 {insert} (\$\_\_\_\_\_). The Grantee is expected to report on and provide supporting documentation of counterpart contribution expended in support of the Grant {insert here how often- for ex. quarterly and at end of project ) using *Attachment Four: Documentation of Grantee contribution { Zero will be entered when not applicable}*.

### Article Four: Title/Ownership and Use of Property

Choose either "A" or "Alternate A"

- A. The Grantee shall acknowledge receipt and custody of any equipment/materials with a "Property Placement and Use Agreement" form provided by DAI which shall be signed by the Grantee and submitted to DAI at the time of delivery.

Title to and ownership of all "non-expendable property" (NXP) remains with USAID or the cooperating country until such time DAI receives approval from USAID for final title and ownership transfer to your organization. At the time USAID approval is obtained for final transfer and ownership of the property to the Grantee, the Grantee will sign the "Final Title and Ownership Transfer" form and assume all responsibilities incident to ownership of the property.

**{If Prime is Contract/Task Order insert}** **Definition of NXP:** property which is complete in itself and does not lose its identity or become a component part of another article when put into use; is durable with an expected life of two years or more; **and** has a unit cost of more than \$500 (Ref. AIDAR 752.245-70 and FAR 45.106.)

{In the event immediate title and ownership transfer is obtained from USAID (and the authorized individual within the Cooperating Country Government, insert alternate article

**Alternate A:** Title to and ownership of all “non-expendable property” (NXP) is hereby transferred to your organization as approved by USAID. The Grantee shall sign the “*Final Title and Ownership Transfer*” form and hereby acknowledges receipt of the equipment/materials and agrees to assume all responsibilities incident to ownership of the property.

- B. Title to and ownership of items listed as “expendable property” on Attachment Two is hereby transferred to your organization; no prior USAID approval is required for permanent title and ownership transfer.
- C. The Grantee agrees to use the equipment/materials strictly for the intended purpose/s listed in *Attachment One, Program Description*. All equipment shall be kept in the designated locations for use only as stated in *Attachment One* and shall not be removed from the office/designated location for personal or commercial use. The Grantee also agrees not to sell any of the equipment/materials provided under this Grant.
- D. The Grantee agrees that the equipment/materials provided under this award shall not be made available for use of military, police or security forces.
- E. DAI and USAID shall have access at all reasonable times to the premises in which any USAID property is located for the purpose of inspecting the equipment.

#### **Article Five: In-Kind Property Management Requirements:**

Grantee procedures for managing non-expendable property (NXP) as defined above, shall meet the following requirements:

- A. A control system must be developed by the Grantee for the property to ensure adequate safeguards.
- B. As part of this control system, property records shall be maintained that include a description of the NXP property, the DAI property item number affixed to each piece of property, a serial number or other identification number, the current fair market value of the property, the location, use and condition of the property. The Grantee agrees not to remove any inventory or other labels affixed on the property by DAI.
- C. Grantee agrees to provide a safe, secure environment for the equipment and to be responsible for any loss, destruction or damage while the property is in the Grantee’s possession. DAI will not be responsible for any loss or damage to the equipment while in the custody of the Grantee. Any loss, damage, or theft shall be reported to DAI immediately in writing, investigated and documented.
- D. The Grantee is responsible for and shall establish a program for the maintenance of any equipment and/or materials and make repairs as necessary. Grantee agrees to pay for the related maintenance and repairs for any property which is not still under warranty or service agreement covered under this grant.

- E. The Grantee shall, at a minimum, provide the equivalent insurance coverage for the property and equipment provided by DAI as provided to property owned by the grantee.
- F. No materials provided to the Grantee under this agreement may be sold or exported.

**{In the event immediate title and ownership transfer is obtained from USAID, Delete Item G below:**

- G. A complete, physical inventory of all USAID NXP property must be taken and submitted to DAI at least once a year on the anniversary of the grant and upon request at such time USAID approval is sought for final title/ ownership transfer.

### **Article Six: Termination**

- A. DAI may terminate this award at any time, in whole or in part, and take possession of the property for re-allocation and/or cancel the in-kind services following 15 days of 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.  
Examples of failure to comply with the terms and conditions of the grant include:
  - (1) The Grantee fails to carry out the program satisfactorily.
  - (2) The Grantee uses the equipment for other than the intended purpose/s listed in Attachment One.
  - (3) The Grantee removes the equipment from the office/designated location and/or sells any part of the equipment.
  - (4) The Grantee does not provide a safe and secure environment for the in-kind equipment provided.
  - (5) The Grantee fails to comply with any of the certifications or standard provisions included in *Attachments 4 and 5*, which are hereby incorporated. One example of failure to comply is 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.
- B. This award may be terminated at any time in whole or in part by the Grantee following 15 days of written notification to DAI 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 DAI 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, DAI may terminate the award in its entirety.
- C. If at any time DAI or USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because funding was curtailed or reduced for the prime project, or continuation of the grant would not be in the national interest of the United States, then DAI may terminate this Grant in whole or part and cancel the portion of the Grant which has not been irrevocably committed to third parties.
- D. DAI reserves the right to terminate this Grant should the Grantee become insolvent during performance of the award.
- E. Upon receiving a notification of termination, the Grantee shall take immediate action to minimize all expenditures by the Grantee related to this in-kind grant.

### **Article Seven: Branding and Marking**

- A. It is USAID policy is that all programs, projects, activities, public communications, and commodities, partially or fully funded by USAID must be marked appropriately overseas with the USAID Identity. Grantee agrees to submit a branding and marking plan in compliance with USAID’s branding guidelines as articulated in ADS 320 and detailed in the Graphics Standards Manual **available at** [www.transition.usaid.gov/branding](http://www.transition.usaid.gov/branding) or any successor branding policy.
- B. Standard Mandatory Provision “MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE” (JUNE 2012) is hereby incorporated in full. (Excerpts of key points applicable to this Grant are included below.)

The USAID Identity is the official marking for USAID, comprised of the USAID logo and brand mark with the tagline “from the American people.” The USAID Identity is on the USAID Web site at [transition.usaid.gov/branding](http://transition.usaid.gov/branding). Grantees 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 grantee is encouraged to otherwise acknowledge USAID and the support of the American people.
- C. The grantee may submit a written request to DAI for 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;
  - (7) Conflict with international law; or
  - (8) Present compelling safety or security concerns.
- D. Any approved waivers for DAI's prime contract/task order "flow down" to this Grant unless specified otherwise. Applicable DAI waivers are attached to this Grant.

## **Article Eight: Other Terms and Conditions**

### **A. Certifications, Assurances, Other Statements of the Grantee**

The Grantee is required to sign and submit a copy of the applicable pre-award certifications and assurances attached in *Attachment Five*.

### **B. Standard Provisions (Mandatory and Required as Applicable)**

The Grantee agrees to comply with the standard provisions included in *Attachment Six*, which are hereby incorporated.

### **C. Records**

The Grantee shall maintain inventory records and documents related to the in-kind property and/or services for at least three years after grant completion or longer if dictated by local law.

### **D. Controlling Language**

The Grantee shall acknowledge English as the controlling language. If this award or any of its supporting documents are provided in a foreign language, the English language version is the controlling version.

### **E. Notification of Changes**

The Grantee shall inform DAI promptly of any changes in its officers, name, legal status, address, or telephone/fax number.

### **F. Applicable Procurement Policies**

The Grantee acknowledges and agrees that all equipment, materials or services procured by DAI on behalf of the Grantee shall be in compliance with DAI procurement policies.

### **G. Responsibility of the Grantee**

The Grantee has full responsibility for executing the project or activity being supported by the in-kind grant and for complying with the award conditions. Although the Grantee is encouraged to ask for the opinion and support of DAI about any specific problems that may arise, this suggestion does not diminish the responsibility of the Grantee. The Grantee must apply solid technical and administrative criteria. The Grantee agrees to notify DAI about any significant problems associated with the administrative or financial aspects of the grant award. DAI will conduct monitoring of the Grant implementation, including site visits as appropriate

### **H. Disputes and Indemnification**

Any dispute under this award will be decided by the DAI HQ Chief Ethics and Compliance Officer (CECO). Notwithstanding any other terms of this award, the Grantee has no right to submit claims directly to DAI and DAI assumes no liability for any third party claims against the Grantee.

The Grantee hereby agrees to indemnify, defend and hold DAI, 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 the Grantee related to this Grant.

**I. Host Country Salary Supplements**

USAID policies do not permit the payment of "salary supplements" to employees of a host government except in exceptional circumstances. Therefore, no funds associated with this Grant may be used to supplement the salaries of employees of the local government (country in which the project is being implemented) unless special consent is provided by the USAID Contracting Officer and passed on to the Grantee.

**J. Anti-Corruption and Anti-Bribery Policy**

DAI conducts business under the strictest ethical standards to assure the proper use of project resources, such as those provided through this in-kind grant. To assure grantees properly conduct business and perform the work, DAI policy and practice does not tolerate the following:

- Any bribery, kickback, facilitation payment or gratuity in which payments, gifts or special considerations are given to DAI or Government staff, or their representatives, to influence an award or approval decision.
- Any fraud in mis-stating or withholding information to benefit the grantee.
- Any collusion, related-party contracts or conflicts of interest in which a DAI employee, consultant, representative or vendor has a business or personal relationship with a principal or owner of the grantee that may appear to unfairly favor the grantee. Any such relationship must be disclosed immediately to DAI management for review and appropriate action, including possible exclusion from award.

These acts of corruption will not be tolerated and may result in serious consequences, including termination of the award and possible suspension and debarment by the U.S. Government, excluding the grantee from participating in future U.S. Government business.

Any attempts or actual corruption should be reported immediately by either the grantee or DAI staff to:

- Toll-free Ethics and Compliance Anonymous Hotline at (U.S.) +1-503-597-4328
- Hotline website – [www.DAI.ethicspoint.com](http://www.DAI.ethicspoint.com), or
- Email to [Compliance@DAI.com](mailto:Compliance@DAI.com)

By signing this award, the grantee confirms adherence to this standard and confirms that no attempts shall be made to influence DAI or Government staff through bribes, gratuities, facilitation payments, kickbacks or fraud. The grantee also acknowledges that violation of this anti-corruption and anti-bribery policy may result in termination and possible suspension and debarment by the U.S. Government.

## **ATTACHMENT ONE: PROGRAM DESCRIPTION**

Program Description for **{insert}**.

### **1. BRIEF STATEMENT OF PURPOSE/ PROJECT SUMMARY**

**{insert}**

### **2. BACKGROUND**

**{insert}**

### **3. PROGRAM GOALS AND OBJECTIVES**

**{insert}**

### **4. DESCRIPTION OF PROGRAM ACTIVITIES/ GRANTEE RESPONSIBILITIES**

### **5. EXPECTED OUTCOMES**

[Insert]

### **6. DAI PROJECT OVERSIGHT AND MONITORING**

[Insert]

### **7. REPORTING REQUIREMENTS**

\* Including Grantee Contribution reporting *(Include when applicable.)*

### **8. COORDINATION REQUIREMENTS** *(Include for OTI projects and when applicable.)*

### **9. SPECIAL INSTRUCTIONS** *(Include for OTI projects and when applicable.)*

## ATTACHMENT TWO: LIST OF ITEMS TO BE PROVIDED IN-KIND

(Attach list of equipment/materials and/or services to be provided in the format below)

Two samples are included for illustrative purposes:

Sample #1

Description	Estimated Procurement Price (per Unit)	Estimated Total Procurement Price	Check if NXP	Check is Expendable
25electric pumps	\$ _____			
40 hand pumps	\$ _____			
125 drip irrigation kits				
Workshop for Extension Farmers				
TOTAL CEILING OF IN-KIND GRANT	\$ _____ USD			

Sample #2

Description	Estimated Procurement Price (per Unit)	Estimated Total Procurement Price
Construction of Retaining Wall around Playground	\$ _____	
Playground equipment and installation	\$ _____	
TOTAL CEILING OF IN-KIND GRANT	\$ _____ USD	

## **ATTACHMENT THREE: BRANDING STRATEGY AND MARKING PLAN**

ATTACHMENT FOUR:

DOCUMENTATION OF GRANTEE  
CONTRIBUTION (NOTE: INCLUDE WHEN  
APPLICABLE.)



<b>IN-KIND GRANT NO.</b>	
<b>Grantee:</b>	[Beneficiary Name]
<b>Activity Name:</b>	
<b>Activity Number/Task Code:</b>	
<b>Prime Contract/TO Number:</b>	
<b>Prime Contract/TO Title:</b>	

This is to certify that [Organization Name] contributed the following labor/materials/goods/cash/use of equipment or room as part of its counterpart contribution in support of the above referenced Grant during the reporting period below:

<b>REPORTING PERIOD</b> From _____ (Date) to _____. (Date)			
<b>Description of Item, Labor, etc. Contributed</b>	<b>Evidence of Grantee Contribution Submitted</b>	<b>Submission Date</b>	<b>Attached here or otherwise submitted? (Detail method, to whom and date)</b>

\_\_\_\_\_  
Certified by:

8.3.1.1.1.1.1.4 [Grantee Name]

\_\_\_\_\_  
Signature of authorized representative

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[Name & Title ]

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Date

## **ATTACHMENT FIVE: CERTIFICATIONS, ASSURANCES, OTHER STATEMENTS OF THE GRANTEE**

In accordance with ADS 303.3.8, DAI will require successful grant applicants to submit a signed copy of the following certifications and assurances, as applicable:

**1. Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs** *(Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.)*

**2. Certification Regarding Lobbying** *(This certification applies to grants greater than \$100,000.)*

**3. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)**

**4. Certification Regarding Terrorist Financing, Implementing Executive Order 13224**

**5. Certification of Grantee**

In addition, the following two certifications will be included only as required per ADS 206 for Key Individuals or Covered Participants in covered countries:

**Part II – Key Individual Certification Narcotics Offenses and Drug Trafficking**

**Part III – Participant Certification Narcotics Offenses and Drug Trafficking**

(Note: Parts IV & V – Other Statements of Grantee is included in the grant file as part of the grant application.)

## **ATTACHMENT SIX: STANDARD PROVISIONS (MANDATORY AND REQUIRED AS APPLICABLE)**

(Include full text of the following mandatory provisions here and list the “as applicable” with option to select those which are relevant.)

- \*M1. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)
- \*M2. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (AUGUST 2013)
- \*M3. DRUG TRAFFICKING AND DRUG-FREE WORKPLACE (JUNE 2012)
- \*M4. DEBARMENT AND SUSPENSION (JUNE 2012)
- \*M5. PREVENTING TERRORIST FINANCING (AUGUST 2013)
- \*M6. TRAFFICKING IN PERSONS (JUNE 2012)
- \*M7. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)
- \*M8. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2012)
- \*M9. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ASSISTANCE (JULY 2014)
- \*M10. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)
- \*M11. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)

In addition, DAI will include the relevant “**REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR FIXED AMOUNT AWARDS TO NONGOVERNMENTAL ORGANIZATIONS** when applicable.

- \*RAA1. FIXED OBLIGATION GRANT ADVANCE PAYMENT AND REFUNDS (JUNE 2012)
- \*RAA2. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)
- \*RAA3. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)
- \*RAA4. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (JUNE 2012)
- \*RAA5. FLY AMERICA ACT RESTRICTIONS (AUGUST 2013)
- \*RAA6. OCEAN SHIPMENT OF GOODS (JUNE 2012)
- \*RAA7. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)
- \*RAA8. PATENT RIGHTS (JUNE 2012)
- \*RAA9. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)
- \*RAA10. INVESTMENT PROMOTION (NOVEMBER 2003)
- \*RAA11. PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)
- \*RAA12. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)
- \*RAA13. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)
- \*RAA14. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)
- \*RAA15. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)
- \*RAA16. CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)
- \*RAA17. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)

\*RAA18. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)

\*RAA 19. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)

\*RAA20. ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUGUST 2013)

\*RAA21. LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (July 2014)

**ANNEX 7: SAMPLE IN-KIND GRANT TO LOCAL GOVERNMENT FORMAT**



**IN-KIND GRANT (Local Government)**  
*(In-Kind Equipment and/or Services)*

Between

**Development Alternatives, Inc.**

And

**{insert Local Government Office here}**

**GRANT NO: {insert}**

**GRANT TITLE: {insert}**

**Prime Contract No: AID-520-C-14-00002**

Development Alternatives, Inc. (also referred to as DAI) is pleased to award **{insert}** (also referred to as the Grantee), an in-kind, non-monetary grant of equipment/materials and/or services, as described in Attachments Two and Three, in support of **USAID Local Governance Project (LGP/NEXOS LOCALES)/NEXOS LOCALES**.

Please sign both original copies of this Grant Agreement document to acknowledge your receipt and acceptance of the grant terms and conditions as set forth below, and return one original to DAI at the address indicated on the Overview Page. This Agreement consists of this page, the Overview Page and Articles, and all accompanying attachments.

<b>FOR DEVELOPMENT ALTERNATIVES INC.:</b>	
Signature: Name: <b>{insert}</b> Title: <b>{insert}</b>	Date: <b>{insert}</b>

<b>ACCEPTED AND CERTIFIED:</b> As a legally authorized representative of the Grantee, by signing this Grant Agreement, the Grantee hereby certifies and agrees to comply with the terms and conditions as set forth in the agreement and the attachments listed on the Overview Page, which are incorporated as part of the Grant. <b>FOR {GRANTEE NAME} {insert}</b>
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Signature: Name: <b>{Authorized Representative name}</b> Title: <b>{insert}</b>	Date: <b>{insert}</b>
---	-----------------------

## OVERVIEW PAGE

**ISSUED BY:** Development Alternatives Inc.  
**{insert project name}**  
**{insert project address}**

Primary Contact/Grants Manager: **{insert name, email, and phone}**  
Technical Contact: **{insert name, email, and phone}**

**GRANTEE:** **{insert Local Government entity name}**  
**{insert address}**

Primary Grants Management Contact: **{insert name, email, address and phone}**  
Technical Contact: **{insert name, email, address and phone}**  
Primary Financial Contact **{insert name, email, address and phone}**

**PERIOD OF GRANT:** **{insert}**  
**TYPE OF GRANT:** In-Kind Goods and/or Services

**TOTAL AWARD VALUE/CEILING:** **#{ Amount in USD} USAID funded amount**  
(Not to exceed)  
**Local Currency Equivalent:** Enter Equivalent Amount in local currency (at time of award)

**PRIME CONTRACT/ TO NUMBER:** **AID-520-C-14-00002**  
**REGION:** **{Insert when applicable}**

**GRANT TITLE:**

### ATTACHMENTS:

- One: Standard Provisions**
- Two: Activity Description**
- Three: List of Items (Equipment/Materials or Services) to be Provided In-Kind & Budget**
- Four: Branding Strategy and Marking Plan**
- Five: Documentation of Grantee Contribution**

### Article One: Purpose of Grant

The purpose of this grant is to provide in-kind, non-monetary support to the Grantee for the program described in *Attachment Two, Activity Description*. The in-kind equipment, materials and/or services to be provided by DAI under this grant is listed in *Attachment Three*.

DAI and the Grantee hereby agree to carry out their respective tasks related to the Activity described in this Agreement in accordance with (a) the terms of this Agreement and (b) any general agreement between the two governments regarding economic or technical cooperation [optional: title of the governing agreement such as SOAG].

### Article Two: Period of Grant

The effective date of this Grant Agreement is {insert} and the estimated completion date is {insert}.

### Article Three: Value of Award

- A. The estimated value and ceiling of the USAID funded award is USD \${insert}. This ceiling represents an estimated cost for DAI's direct procurement of the equipment/materials and/or services; DAI shall not be liable for providing materials and/or services in excess of the USD ceiling amount. The local currency equivalent of the USD ceiling is \${insert} as of {insert date}.
- B. In the event the actual acquisition cost is less than the grant ceiling, no monetary disbursement or additional equipment/materials shall be provided to the Grantee for the variance. Increases in the grant ceiling or number of items provided in-kind will only be provided following written amendment.
- C. **Grantee Contribution:** The Grantee's contribution of materials/equipment and/or services will not be less than (\$\_\_\_\_\_) or (insert amount) in local currency, including in-kind contributions. The USD equivalent was calculated at the exchange rate of [\$1 = {insert}]. {if no contribution is required/applicable, enter USD 0.00}

The Grantee is required to report on and provide supporting documentation of its cash and in-kind contributions in support of the Grant {insert here how often- for ex. quarterly and at end of project } using *Attachment Five: Documentation of Grantee contribution*.

### Article Four: Anti-Corruption and Anti-Bribery Policy

DAI conducts business under the strictest ethical standards to assure the proper use of resources, such as those provided under this award. To assure grantees properly conduct business and perform the work, DAI policy and practice does not tolerate the following:

- Any bribery, kickback, facilitation payment or gratuity in which payments, gifts or special considerations are given to DAI or Government staff, or their representatives, to influence an award or approval decision.
- Any fraud in mis-stating or withholding information to benefit the grantee.
- Any collusion, related-party contracts or conflicts of interest in which a DAI employee, consultant, representative or vendor has a business or personal relationship with a principal or owner of the vendor that may appear to unfairly favor the vendor. Any such relationship must be disclosed immediately to DAI management for review and appropriate action, including termination of the award.

These acts of corruption will not be tolerated and may result in serious consequences, including termination of the award.

Any attempts or actual corruption should be reported immediately by either the grantee or DAI staff to:

- Toll-free Ethics and Compliance Anonymous Hotline at (U.S.) +1-503-597-4328
- Hotline website – [www.DAI.ethicspoint.com](http://www.DAI.ethicspoint.com), or
- Email to [Compliance@DAI.com](mailto:Compliance@DAI.com)

By signing this award, the grantee confirms adherence to this standard and confirms that no attempts shall be made to influence DAI or Government staff through bribes, gratuities, facilitation payments, kickbacks or fraud. The grantee acknowledges that violation of this anti-corruption and anti-bribery policy may result in termination of the grant.

## ATTACHMENT ONE: STANDARD PROVISIONS

Article A: Definitions.

Article B: Implementation Letters.

Article C: USAID Contribution.

Article D: Grantee Contribution.

Article E: Completion Date.

Article F: Utilization of Goods and Services.

Article G: Reserved

Article H: Records and Inspections.

Article I: Other Payments

Article J: Branding and Marking.

Article K: Reserved.

Article L: Title/Ownership and In-Kind Property Management Requirements

Article M: Suspension, Termination and Other Remedies.

Article N: Investment Promotion

Article O: Language of Agreement.

Article P: Voluntary Family Planning (Include only if the grant will support family planning or population activities)

Article Q: Prohibition on Assistance to Drug Traffickers

Article R: Workers' Rights

Article S: Trafficking in Persons

Article T: Terrorist Financing

Article U: Host Country Salary Supplements

**Article A:** Definitions. As used in this Attachment, "Agreement" means the Grant Agreement to which this Attachment is attached, and any amendments to the Grant Agreement. "Cooperating Country" means the country or territory of the Grantee. Terms used in this Attachment have the same meaning or reference as in the Agreement.

**Article B:** Implementation Letters. To assist the Grantee in the implementation of this Agreement, USAID may from time to time, issue Implementation Letters ("ILs") that will furnish additional information about matters stated in this Agreement. Implementation letters which are jointly agreed upon between USAID, DAI and the cooperating country may also be issued to confirm and record their mutual understanding on aspects of implementation of this Agreement.

**Article C:** USAID Contribution.

Section C.1. DAI shall procure the property and/or goods utilizing USAID funding in accordance with the laws and regulations of the United States Government.

Section C.2. If at any time DAI or USAID determines that the estimated ceiling for in-kind goods/services exceeds the amount which reasonably can be incurred in support of this agreement, DAI may upon written notice to the Grantee, reduce the amount of the Grant.

**Article D:** Grantee Contribution. The Grantee will make available its contribution prior to the Completion Date. Services shall be deemed to be contributed when performed and goods shall be deemed to be contributed when furnished.

**Article E:** Completion Date.

Section E.1. The Completion Date, which is set forth on the Overview Page and Article Two of this Agreement, or such other date as the Parties may agree to and modify this grant in writing, is the date by which the Parties agree that the activity will be completed.

Section E.2. DAI will not provide in-kind materials/equipment and/or services to the Grantee after the Completion Date.

**Article F:** Utilization of Goods and Services. The Grantee agrees to use the equipment/materials will be devoted to this activity and used strictly for the intended purpose/s listed in *Attachment Two, Activity Description*. All equipment shall be kept in the designated locations for use only as stated in *Attachment Two* and shall not be removed from the office/designated location for personal or commercial use.

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

**Article G:** Reserved

**Article H:** Records and Inspection

- (a) Inventory Records. The Grantee shall maintain inventory records and documents for at least three years after grant completion or a longer period, if dictated by local law.
- (b) Grantee Contribution Records. When requested, the Grantee shall furnish DAI accounting records as documentation of Grantee contribution and such other information and reports relating to the Agreement.
- (c) Opportunity to Audit or Inspect. The Grantee shall afford authorized representatives of DAI or USAID access at all reasonable times to the premises on which any USAID property is located or services provided for the purpose of inspecting and reviewing the utilization of equipment or activities financed under the in-kind agreement, and books, records and other documents relating to the Agreement.

**Article I:** Other Payments. Grantee affirms that no payments have been or will be received by any official of the Grantee in connection with the procurement of goods or services financed under this Agreement, except fees, taxes, or similar payments legally established in the country of the Grantee.

**Article J:** Branding and Marking.

- a) It is USAID policy is that all programs, projects, activities, public communications, and commodities, partially or fully funded by USAID must be marked appropriately overseas with the USAID Identity. Grantee understands that DAI must comply with USAID's branding guidelines and Grantee agrees to cooperate with DAI in this regard.
- b) The Grantee agrees not to remove DAI's branding and marking of equipment/goods, identification of activity sites and activities funded through this in-kind grant. Grantee agrees to cooperate fully with DAI in publicity of this program to which the United States has contributed as described in *Attachment Four, Branding Strategy and Marking Plan* and Implementation Letters, if any.
- c) The USAID Identity is the official marking for USAID, comprised of the USAID logo and brand mark with the tagline "from the American people." The Grantee understands that DAI is required 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 grantee is encouraged to otherwise acknowledge USAID and the support of the American people.
- d.) DAI may submit a written request to USAID for an exception from USAID marking requirements when 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;
  - (7) Conflict with international law; or
  - (8) Present compelling safety or security concerns.
- e.) Any approved waivers for DAI’s prime contract/task order “flow down” to this Grant unless specified otherwise. Applicable DAI waivers are attached to this Grant.

**Article K:** Reserved

**Article L:** Title/Ownership and In-Kind Property Management Requirements

**{If Prime is Contract/Task Order insert} Definition of NXP:** *property which is complete in itself and does not lose its identity or become a component part of another article when put into use; is*

durable with an expected life of two years or more; **and** has a unit cost of more than \$500 (Ref. AIDAR 752.245-70 and FAR 45.106.)

Choose either “L.1.” or “Alternate L.1.”

Section L.1. The Grantee shall acknowledge receipt and custody of any equipment/materials with a “Property Placement and Use Agreement” form provided by DAI which shall be signed by the Grantee and submitted to DAI at the time of delivery.

Title to and ownership of all “non-expendable property” (NXP) provided in-kind under this Grant remains with **USAID** until such time DAI receives approval from USAID (and the authorized individual within the Cooperating Country Government via USAID) for final ownership transfer to your organization. Written approval from USAID is required prior to the final permanent transfer and ownership of the property to the Grantee.

At the time USAID approval is obtained for final transfer and ownership of the property to the Grantee, the Grantee will sign the “Final Title and Ownership Transfer” form and assume all responsibilities incident to ownership of the property.

-----  
**{In the event immediate title and ownership transfer is obtained from USAID (and the authorized individual within the Cooperating Country Government, insert alternate section L.1.:**

**Alternate Section L.1. Title to and ownership of all “non-expendable property” (NXP) is hereby transferred to your organization as approved by USAID and (and the authorized individual within the Cooperating Country Government via USAID). The Grantee will sign the “Final Title and Ownership Transfer” form and assume all responsibilities incident to ownership of the property.**

Section L.2. Title to and ownership of items listed as “expendable property” on *Attachment Three* is hereby permanently transferred to your organization; no prior USAID approval is required for permanent title and ownership transfer.

Section L.3. A control system must be developed by the Grantee for the property to ensure adequate safeguards. As part of this control system, property records shall be maintained that include a description of the NXP property, the DAI property item number affixed to each piece of property, a serial number or other identification number, the current fair market value of the property, the location, use and condition of the property. Grantee will not remove any property identification labels DAI has affixed to equipment.

Section L.4. Grantee agrees to provide a safe, secure environment for the equipment and to be responsible for any loss, destruction or damage while the property is in the Grantee’s possession. DAI will not be responsible for any loss or damage to the equipment while in the custody of the Grantee. Any loss, damage, or theft shall be reported to DAI immediately in writing, investigated and documented.

Section L.5. The Grantee is responsible for and shall establish a program for the maintenance of any equipment and/or materials and make repairs as necessary. Grantee agrees to pay for the related

maintenance and repairs for any property which is not still under warranty or service agreement covered under this grant.

Section L.6. The Grantee shall, at a minimum, provide the equivalent insurance coverage for the property and equipment provided by DAI as provided to property owned by the grantee.

Section L.7. No materials provided to the Grantee under this agreement may be sold or exported.

**{In the event immediate title and ownership transfer is obtained from USAID (and Cooperating Country via USAID), use Alternate Section L.1 and delete Section L.8 below:**

Section L.8. A complete, physical inventory of all USAID NXP property must be taken and submitted to DAI at least once a year on the anniversary of the grant and upon request at such time USAID approval is sought for final title/ ownership transfer.

#### **Article M: Suspension, Termination and Other Remedies.**

##### Section M.1. Suspension and Termination.

(a) DAI may terminate this award at any time, in whole or in part, and take possession of the property for re-allocation and/or cancel the in-kind goods or services following 30 days of written notice to the Grantee, if (i) the Grantee fails to carry out the program satisfactorily, (ii) the Grantee uses the equipment for other than the intended purposes, (iii) the Grantee removes the equipment from the office/designated location and o/or sells any part of the equipment, (iv) the Grantee does not provide a safe and secure environment for the in-kind equipment provided, (v) The Grantee fails to comply with any provision of this Agreement, (vi) An event occurs that DAI and/or USAID determines makes it improbable that the result or related objective of this Agreement or the assistance program will be attained or that the Grantee will be able to perform its obligations under this Agreement, or (vii) any use of USAID funds to procure equipment or services as contemplated would be in violation of the legislation governing DAI or USAID, whether now or hereafter in effect.

(b) This award may be terminated at any time in whole or in part by the Grantee following 30 days of written notification to DAI 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 DAI 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, DAI may terminate the award in its entirety.

(c) If at any time USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because funding was curtailed or reduced for the prime project, or continuation of the grant would not be in the national interest of the United States, then DAI may terminate this Grant in whole or part and cancel the portion of the Grant which has not been irrevocably committed to third parties. In addition, upon such full or partial suspension or termination, USAID may, at USAID's expense, direct that title to goods financed under this Agreement, or under the applicable portion of this Agreement, be transferred to DAI or another party if the goods are in a deliverable state.

##### Section M.2. Return of Property

(a) If the failure of Grantee to comply with any of its obligations under this Agreement has the result that in-kind equipment/materials financed or supported under this Agreement are not used effectively in accordance with this Agreement, USAID may require the Grantee to return all or any part of the goods within sixty (60) days after receipt of a request therefore.

Section M.3. Non-waiver of Remedies. No delay in exercising any right or remedy accruing to a Party in connection with its financing under this Agreement will be construed as a waiver of such right or remedy.

**Article N:** Investment Promotion.

Section N.1. Except as specifically outlined in the Grant Activity Description or otherwise authorized in writing by USAID, no in-kind support provided hereunder may be used for any activity that involves financial incentives or other assistance for U.S. companies to relocate abroad if it is likely to result in the loss of U.S. jobs.

Section N.2. In the event the Grantee wishes to provide any assistance with investment promotions which is not already outlined and approved in the Grant Activity Description, clarification is required from DAI as to whether the activity would be consistent with the limitations set forth below. The Grantee must notify DAI and provide a detailed description of the proposed activity and not proceed with the activity until advised by DAI that it may do so.

Section N.3. None of the activities (or similar activities) defined as prohibited activities in ADS 225.3.1.5 may be funded under this in-kind grant. Activities which fall into this category include, but the list is not all inclusive:

- (a) Financial incentives for U.S. firms to relocate
- (b) Feasibility studies, research services, travel to the host country, technical or management services where the intent is to induce U.S. firms to relocate;
- (c) Investment promotion missions to the U.S. where the intent is to induce U.S. firms to relocate
- (d) Training of workers for firms that intend to relocate

Section N.4. A list of illustrative activities that are permitted, although they have a trade or investment orientation include, but is not all-inclusive:

- (a) Policy dialogue designed to improve financial and capital markets of the country
- (b) Enhancing the competitiveness of local producers
- (c) Strengthening business associations and free trade associations
- (d) Development of business service industries that target local enterprise
- (e) Microenterprise and small business development

See DAI for a complete list of permitted activities.

Section N.5. A list of generally permitted activities that must be cleared with USAID prior to engaging in the “gray-area” activities and listed in the Activity Description include:

- (a) Financing of trade fairs, exhibitions and investment seminars in the host country
- (b) Technical assistance in establishing linkages with U.S. businesses

See DAI for a complete list of generally permitted, “gray-area” activities.

**Article O:** Language of Agreement. If this Agreement is prepared in a language in addition to English, the English language version will control in the event of ambiguity or conflict between the two versions.

**Article P:** Voluntary Family Planning (Bilateral Populating Activities) (Insert only if grant will finance voluntary family planning or population activities.) If not required, insert “Reserved.”

The Parties agree that all DAI funds provided under this Agreement shall be used in accordance with applicable United States policy and statutory requirements relating to voluntary family planning projects, and that none of the DAI funds provided under this Agreement, or goods or services financed by such funds, may be used for:

- (a) the performance of abortion as a method of family planning or to motivate or coerce any person to practice abortions;
- (b) the performance of involuntary sterilizations as a method of family planning or to coerce or provide any financial incentive to any person to undergo sterilizations; or
- (c) any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a method family planning.
- (d) USAID may issue implementation letters that more fully describe the requirements of this section.

(a) Voluntary Participation and Family Planning Methods

- (1) The Grantee shall take any steps necessary to ensure that DAI funds made available under this Agreement will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the Grantee shall conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.
- (2) Activities which provide family planning services or information to individuals, financed in whole or in part under this Agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

(b) Requirements for Voluntary Family Planning Projects

- (1) A family planning "project" must comply with the requirements of this paragraph.
- (2) A "project" is a discrete activity through which a governmental or nongovernmental organization provides family planning services to people and for which Development Assistance funds, or goods or services financed with such funds, are provided under this Agreement, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.
- (3) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.
- (4) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.
- (5) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.
- (6) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the

use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

(8) With respect to projects for which DAI provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subagreement under paragraph (e), the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9) (i) The Grantee shall notify DAI when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph; (ii) the Grantee shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify DAI about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project. (iii) The Grantee shall provide DAI such additional information about violations as DAI may request.

(c) Additional Requirements for Voluntary Sterilization Programs

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

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

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

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

(d) Abortion restrictions

(1) None of the DAI funds provided under this Agreement shall be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees

or incentives to women to coerce or motivate women to have abortions; (iii) payments to persons to perform abortions or to solicit women to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for abortion.

(2) None of the DAI funds provided under this Agreement shall be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(e) Requirement for Sub-agreements

The Grantee shall insert these requirements in all sub-agreements involving family planning or population activities which will be supported in whole or in part with DAI funds under the Agreement.”

**Article Q: Prohibition on Assistance to Drug Traffickers**

(a) DAI reserves 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.

[If there are COVERED PARTICIPANTS]

(b) DAI reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by DAI who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.

**Article R: Workers’ Rights.**

Section R.1. Except as specifically set forth in the Grant or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves workers’ rights in a foreign country.

Section R.2. In the event the Grantee is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the Grantee must notify DAI and provide a detailed description of the proposed activity. The Grantee must not proceed with the activity until advised by DAI that it may do so.

Section R.3. The Grantee must ensure that all employees and subcontractors and sub-grantees providing employment-related services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all subcontracts and other sub-agreements entered into hereunder.

**Article S: Trafficking in Persons.**

Section S.1. DAI is authorized to terminate this grant if the Grantee or its employees, engage in any of the following conduct:

(a) 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;

(b) Procurement of a commercial sex act during the period of this award; or

(c) Use of forced labor in the performance of this award.

Section S.2. 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 Grantee or any Subgrantee.

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

**Article T: Preventing Terrorist Financing**

Section T.I. The grantee must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism. In addition, the Grantee must verify that no support or resources are provided to individuals or entities, nor is any equipment procured from entities that appear on the OFAC Specially Designated Nationals List (SDN) and the database formerly known as EPLS, now searchable at [www.sam.gov](http://www.sam.gov)

**Article U: Host Country Salary Supplements**

USAID policies do not permit the payment of "salary supplements" to employees of a host government except in exceptional circumstances. Therefore, no funds associated with this Grant may be used to supplement the salaries of employees of the local government (country in which the project is being implemented) unless special consent is provided by the USAID Contracting Officer and passed on to the Grantee.

## ATTACHMENT TWO: ACTIVITY DESCRIPTION

Activity Description for {insert}.

### 1. BRIEF STATEMENT OF PURPOSE/ PROJECT SUMMARY

{insert}

### 2. BACKGROUND & JUSTIFICATION

{insert}

### 3. PROGRAM GOALS AND OBJECTIVES

{insert}

### 4. DESCRIPTION OF PROGRAM ACTIVITIES/ GRANTEE RESPONSIBILITIES

{insert}

### 5. EXPECTED OUTCOMES (including beneficiaries)

{insert}

### 6. DAI PROJECT OVERSIGHT AND MONITORING

{insert}

### 7. REPORTING REQUIREMENTS

\* Including Grantee Contribution reporting (Include when applicable.)

### 8. COORDINATION REQUIREMENTS (Include for OTI projects and when applicable.)

### 9. SPECIAL INSTRUCTIONS (Include for OTI projects and when applicable.)

**ATTACHMENT THREE: LIST OF ITEMS TO BE PROVIDED IN-KIND & BUDGET**

(Attach list of equipment/materials and/or services to be provided in the format below)

Two samples are included for illustrative purposes:

Sample #1

Description	Estimated Procurement Price (per Unit)	Estimated Total Procurement Price	Check if NXP	Check is Expendable
25electric pumps	\$ _____			
40 hand pumps	\$ _____			
125 drip irrigation kits				
Workshop for Extension Farmers				
TOTAL CEILING OF IN-KIND GRANT	\$ _____ USD			

Sample #2

Description	Estimated Procurement Price (per Unit)	Estimated Total Procurement Price
Construction of Retaining Wall around Playground	\$ _____	
Playground equipment and installation	\$ _____	
TOTAL CEILING OF IN-KIND GRANT	\$ _____ USD	

**ATTACHMENT FOUR: BRANDING STRATEGY AND MARKING PLAN**

ATTACHMENT FIVE:

DOCUMENTATION OF GRANTEE  
CONTRIBUTION



<b>IN-KIND GRANT NO.</b>	
<b>Grantee:</b>	[Beneficiary Name]
<b>Activity Name:</b>	
<b>Activity Number/Task Code:</b>	
<b>Prime Contract/TO Number:</b>	
<b>Prime Contract/TO Title:</b>	

This is to certify that [Beneficiary] contributed the following labor/materials/goods/cash/use of equipment or Conference room as part of its counterpart contribution in support of the above referenced Grant during the reporting period below:

REPORTING PERIOD From _____ (Date) to _____ (Date)			
Description of Item, Labor, etc. Contributed	Evidence of Grantee Contribution Submitted	Submission Date	Attached here or otherwise submitted? (Detail method, to whom and date)

\_\_\_\_\_  
Certified by:

8.3.1.1.1.1.1.5 [Grantee Name]

\_\_\_\_\_  
Signature of authorized representative

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[Name & Title ]

---

Date

## ANNEX 8: CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENTS OF THE GRANTEE

### I. Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs

*Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.*

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

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

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

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

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

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

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

(c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Grantee by the Agency, including installment payments after such date on account of applications for Federal financial assistance which was approved before such date. The Grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Grantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Grantee.

RFA/APS No. \_\_\_\_\_

Application No. \_\_\_\_\_

Date of Application \_\_\_\_\_

Name of Grantee \_\_\_\_\_

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

## 2. Certification Regarding Lobbying

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subGrantees shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

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

RFA/APS No. \_\_\_\_\_

Application No. \_\_\_\_\_

Date of Application \_\_\_\_\_  
Name of Grantee \_\_\_\_\_  
Typed Name and Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

### 3. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)

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.

RFA/APS No. \_\_\_\_\_  
Application No. \_\_\_\_\_  
Date of Application \_\_\_\_\_  
Name of Grantee \_\_\_\_\_  
Typed Name and Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

### 4. Certification Regarding Terrorist Financing, Implementing Executive Order 13224

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 is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC), 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 USAID prior to the end of its term.

RFA/APS No. \_\_\_\_\_

Application No. \_\_\_\_\_

Date of Application \_\_\_\_\_

Name of Grantee \_\_\_\_\_

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

### 5. Survey on Ensuring Equal Opportunity for Applicants

OMB NO. 1890-0014 EXP. 02/28/09

**Purpose:** The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

**Instructions for Submitting the Survey:** If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

---

**Applicant's (Organization) Name:** \_\_\_\_\_

**Applicant's DUNS Number:** \_\_\_\_\_

**Federal Program:** \_\_\_\_\_ **CFDA Number:** \_\_\_\_\_

---

1. Has the applicant ever received a grant or contract from the Federal government?

Yes

No

2. Is the applicant a faith-based organization?

Yes

No

3. Is the applicant a secular organization?

Yes

No

4. Does the applicant have 501(c)(3) status?

Yes

No

5. Is the applicant a local affiliate of a national organization?

Yes

No

6. How many full-time equivalent employees does the applicant have? *(Check only one box).*

3 or Fewer

4-5

6-14

15-50

51-100

over 100

7. What is the size of the applicant's annual budget? *(Check only one box.)*

Less Than \$150,000

\$150,000 - \$299,999

\$300,000 - \$499,999

\$500,000 - \$999,999

\$1,000,000 - \$4,999,999

\$5,000,000 or more

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### Survey Instructions on Ensuring Equal Opportunity for Applicants

**Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number.**

1. Self-explanatory.
2. Self-identify.
3. Self-identify.
4. 501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.
5. Self-explanatory.
6. For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.
7. Annual budget means the amount of money your organization spends each year on all of its activities.

### Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1890-0014. The time required to complete this information

collection is estimated to average five (5) minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. **If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:** The Agency Contact listed in this grant application package.

OMB No. 1890-0014 Exp. 02/28/0

## 6. Data Universal Numbering System (DUNS) Number

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

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

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

(c) Grantees located outside the United States may e-mail Dun and Bradstreet at [globalinfo@dbisma.com](mailto:globalinfo@dbisma.com) to obtain the location and phone number of the local Dun and Bradstreet Information Services office.

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

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

## 7. Key Individual Certification Narcotics Offenses and Drug Trafficking

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

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

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

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

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

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

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

\_\_\_\_\_

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

**NOTICE:**

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

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

**8. Participant Certification Narcotics Offenses and Drug Trafficking**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

**NOTICE:**

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

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

**ANNEX 9: JUSTIFICATION FOR RESTRICTION OF ELIGIBILITY (JRE) MEMO**

**JUSTIFICATION FOR RESTRICTION OF ELIGIBILITY (JRE)MEMO**

**DATE:** XX/XX/XXXX  
**TO:** GRANTS MANAGER  
**CC:** CHIEF OF PARTY  
**FROM:** TECHNICAL SPECIALIST  
**APPROVING AUTHORITY:** USAID GUATEMALA COR  
**GRANT ACTIVITY:**  
**ESTIMATED FUNDING:**  
**SUBJECT:** JUSTIFICATION FOR RESTRICTION OF ELIGIBILITY -JRE

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**1. This document sets forth the facts and rationale justifying the restricted eligibility, in accordance with Chapter ADS 303.3.6.5 and was prepared by** [Insert: The name of the Technical Specialist, the position, specific identification for the Project's component and the contracting activity.]

**2. The nature and/or description of the action being approved:**  
This is a request to approve a [Insert: one of the restrictions to eligibility in ADS 303.3.6.5, such as, restricted eligibility for efficiency, exclusive or predominant capability, etc] assistance award to \_\_\_\_\_ for \$\_\_\_\_\_. Under this action, \_\_\_\_\_ will provide \_\_\_\_\_.]

**3. Description of the assistance program or assistance activity under the proposed action including an estimated value:** [Insert: The description of the assistance program or assistance activity covered under the proposed action for which you are requesting approval.]

**4. Restriction to eligibility being used:**  
[Insert: The description of one of the one of the restrictions to eligibility authorized under ADS 303.3.6.5a(2) paragraphs a through i.]

**5. The facts and rationale that justifies the use of restriction cited in Section 4:**

[Insert: The description must include specific statements addressing the prescription found in the ADS or EPP cites as the guide and foundation for determining which facts or circumstances should be included in the rationale. In addition (unless using the Restricted Eligibility to Local or Regional Entities restriction in ADS 303.3.6.5), provide the rationale as to why a direct award to local organization(s) was not considered.]

**6. Other facts and rationale supporting the use of restriction cited in Section 4:**

(i) When **ADS 303.3.6.5.a(2)(a)**, Exclusive or Predominant Capability is cited, describe in detail the uniqueness of the proposed grantee and how it applies to the supported activity. Also describe what other options LGP/NEXOS LOCALES explored.

(ii) When **ADS 303.3.6.5.a(2)(d)**, New Entrants, is cited, document the rationale for restricting eligibility.

(iii) When **ADS 303.3.6.5.a(2)(g)**, Unsolicited Application is cited, address how the following additional issues warrant acceptance of the application with restricted eligibility:

- In what way the application is unique, innovative, or proprietary.
- How funding the application is an appropriate use of LGP/NEXOS LOCALES funds to support or stimulate a public purpose.
- Describe how it fits within a development objective.

(iv) When ADS 303.3.6.5a(2)(h), Follow-on awards and extensions, is cited, the justification must explain with specificity why the benefits of continuing the assistance activity with the same recipient exceeds the benefits of a soliciting for a new award with unrestricted eligibility. As noted in ADS 303.3.6.5, a lack of planning is insufficient to justify this restriction.

**7. It is recommended that you approve this Justification to Restrict Eligibility, pursuant to [Insert the appropriate ADS restriction].**

**8. Requirements for specific restrictions to eligibility:**

- a. If using the exclusive or predominant capability restrictions (**ADS 303.3.6.5.a(2)(a)**), describe what other options LGP/NEXOS LOCALES explored.
- b. If using the Small Grant awards exception (**ADS 303.6.5.a(2)(b)**), explain how the proposed award fits the exception.
- c. If using the Restricted Eligibility for Efficiency restriction (**ADS 303.6.5.a(2)(c)**), the Technical Specialist describes in sufficient detail what other options LGP/NEXOS LOCALES explored, including any other restrictions, as well as the multiple review alternative, discussed at 303.3.6.1(d).
- d. If using the New Entrants exception (**ADS 303.6.5.a(2)(d)**), the Technical Specialist must document the rationale for restricting eligibility.

**I. Submitted:**

\_\_\_\_\_  
Technical Specialist

\_\_\_\_\_  
Date

**II. Clearance:**

\_\_\_\_\_  
LGP/NEXOS LOCALES's Grants and Subcontracts Program Manager

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

LGP/NEXOS LOCALES's Chief of Party

Date

\_\_\_\_\_  
DAI's Contract Manager

\_\_\_\_\_  
Date

**III. Approved/Disapproved:**

\_\_\_\_\_  
LGP/NEXOS LOCALES's COR

\_\_\_\_\_  
Date

## ANNEX 10: ENVIROMENTAL COMPLIANCE

### 204.3.1 Mandatory Compliance with 22 CFR 216

Effective Date: 05/11/2006

USAID's environmental procedures are established in Federal Regulation (**22 CFR 216**), as authorized by the **Foreign Assistance Act, Section 117**. In addition, these procedures constitute USAID's compliance with a series of binding legal requirements that have been placed on USAID including the terms of a Court Order resulting from **Civil Action 75-0500** in the District Court of the District of Columbia, Foreign Assistance Act Sections **118(c)** and **119(g)**, Section **517(d) of the FY06 Foreign Operations Appropriations Act (and predecessor provisions)**, the National Environmental Policy Act (**NEPA - 42 USC 4371 et seq**), **40 CFR 1500**, and **Presidential Executive Order 12114 (see 204.4.1)**.

Grantee must fully comply with **22 CFR 216**, except to the extent that certain 22 CFR 216 terms may not be used in the current operations assistance processes. In such cases, as is also contemplated for certain special procedures in 22 CFR 216.3(a)(10), the terms used in this chapter of the ADS (which are intended to be as parallel as possible to the original terms) are used instead. However, **22 CFR 216** is controlling in the event of a legal conflict between this chapter and **22 CFR 216**.

**ANNEX 11: ENVIRONMENTAL SCREENING FORM (TABLE 1)**

Name of Activity: _____		Column A	Column B	Col C	
Type of Activity: _____		Yes	No	If answered yes to Col. A. is it a--?	
Grantee: _____				High Risk	Medium-Risk
Date: _____					
<b>IMPACT ON NATURAL RESOURCES &amp; COMMUNITIES</b>					
1	Will the project involve construction <sup>1</sup> of any type of structure (building, check dam, walls, etc)?				
2	Will the project involve the construction <sup>2</sup> or repair of roads or trails?				
3	Will the project involve the use, involve plans to use or training in the use of any chemical compounds such as pesticides <sup>3</sup> (including neem), herbicides, paint, varnish, lead-based products, etc?				
4	Involve the construction or repair of irrigation systems?				
5	Involve the construction or repair of fish ponds?				
6	Involve the disposal of used engine oil?				
7	Will the project involve implementation of timber management <sup>4</sup> or extraction of forest products?				
8	Are there any potentially sensitive terrestrial or aquatic areas near the project site, including protected areas?				
9	Does the activity impact upon wildlife, forest resources, or wetlands?				
10	Will the activities proposed generate airborne gases, liquids, or solids (i.e. discharge pollutants)				
11	Will the waste generated during or after the project impact on neighboring surface or ground water?				
12	Will the activity result in clearing of forest cover?				
13	Will the activity contribute to erosion?				
14	Is the activity <u>in</u> compatible with existing land use in the vicinity?				
15	Will the activity contribute to displace housing?				
16	Will the activity affect unique geologic or physical features?				
17	Will the activity contribute to change in the amount of surface water in any body?				
18	Will the activity deal with mangroves and coral reefs?				
19	Will the activity expose people or property to flooding?				
20	Will the activity contribute substantial reduction in the amount of ground water otherwise available for public water supplies?				
21	Will the activity create objectionable odors?				
22	Will the activity violate air standard?				
<b>ENVIRONMENT &amp; HEALTH</b>					
23	Will the project activities create conditions encouraging an increase of waterborne diseases or populations of disease carrying vectors?				
24	For road rehabilitation as well as water and sanitation grants, has a maintenance plan been submitted?				
25	Will the activity generate hazards or barriers for pedestrians, motorists or persons with disabilities?				
26	Will the activity increase existing noise levels?				
27	Will the project involve the disposal of syringes, gauzes, gloves and other biohazard medical waste?				

28	Is the activity <u>in</u> compatible with existing land use?				
<b>LOCAL PLANNING PERMITS</b>					
29	Does the activity e.g. infrastructure improvements, require local planning permission(s)?			N/A	N/A
30	Does the activity meet the national building code (e.g. infrastructure improvements)?			N/A	N/A
<b>GENDER<sup>5</sup></b>					
31	Do men and women benefit disproportionately or are involved unequally in the project's activities?				
32	Does the project activity inhibit the equal involvement of men and women?				
33	Are there factors that prevent women's participation in the project?				

<b>RECOMMENDED ACTION</b> ( <i>Check Appropriate Action</i> ):		(Check)
(a)	The project has no potential for substantial adverse environmental effects. No further environmental review is required (Categorical Exclusion). No EMPR required.	
(b)	The project has potential for minimal to medium adverse environmental effects, but mitigable environmental effects. Measures to mitigate environmental effects will be incorporated (Negative Determination with Conditions). EMPR Required.	
(c)	The project has potentially substantial or significant adverse environmental effects, but requires more analysis to form a conclusion. An Environmental Assessment will be prepared (Positive Determination). No EMPR required.	
(d)	The project has potentially substantial adverse environmental effects, and revisions to the project design or location or the development of new alternatives is required (Deferral).	
(e)	The project has substantial and unmitigable adverse environmental effects. Mitigation is insufficient to eliminate these effects and alternatives are not feasible. The project is not recommended for funding.	

<sup>1</sup> Construction projects need to be reviewed for scale, planned use, building code needs and maintenance. Some small construction projects, such as building an entrance sign to a park, may require simple mitigations whereas larger buildings will require more extensive review and monitoring.

<sup>2</sup> New construction of roads and trails will require a full environmental assessment of the planned construction, i.e. a Positive Determination.

<sup>3</sup> The planned involvement of pesticides will trigger the need to develop a Supplemental Initial Environmental Examination that meets USAID pesticide procedures (Pesticide Evaluation Report and Safer Use Action Plan or "PERSUAP") for the project.

<sup>4</sup> Any activities that involve harvesting trees or converting forests will require a full environmental assessment of the activity (i.e. Positive Determination).

<sup>5</sup>A positive response to gender questions require follow up only when there are other positive responses on questions 1 – 30, and an EMPR is developed.

**ANNEX 12: IDENTIFICATION OF MITIGATION PLAN (TABLE 2)**

→ Enter the Question/Row # of the potential negative impacts with check marks in Column A (Table 1) and complete table below for mitigation measures to reduce or eliminate the issue. In the Sub-Activity or Component Column, list the main actions to be implemented. Under each action, list the tasks (Steps) that are needed to implement this action.

#	Sub-activity or component	Description of Impact	Mitigation Measures
1	Component 1		
	Step 1		
	Step 2		
	Step 3		
2	Component 2		
	Step 1		
	Step 2		
	Step 3		

\* provide overview of measures used from the USAID LAC Environmental Guidelines or other pertinent guidelines, details on exact monitoring plan are illustrated in Table 3, Environmental Monitoring and Evaluation Tracking Table.

**ANNEX 13: ENVIRONMENTAL MONITORING AND EVALUATION TRACKING TABLE (TABLE 3)**

Type of Project:	
Project Name:	
Implementing Organization:	
Location Name:	
Project Size:	
Nearby Communities:	
Senior Project Manager:	Date:
Monitoring Period:	

#	Description of Mitigation Measure	Responsible Party	Monitoring Methods			Estimated Cost	Results			Recommended Adjustments
			Indicators	Methods	Frequency		Dates Monitored	Problems Encountered	Mitigation Effectiveness	
1							1			
							2			
							3			
							4			
2							1			
							2			
							3			
							4			
3							1			
							2			
							3			
							4			

**ANNEX 14: PARTNER ENVIRONMENTAL/SOCIAL SCREENING (EDD)  
INCLUDING FINANCIAL INTERMEDIARIES**

<b>Partner Environmental/social Screening (EDD) Including Financial Intermediaries</b>				
<b>Does this IP....</b>	<i>Circle one answer for each question.</i>			<i>Project actions to support the IP</i>
<b>Environmental soundness</b>				
have a written environmental policy and procedures?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
have staff or workers who screen for environmental and social soundness?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
require compliance with environmental standards?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
(for financial institutions) maintain evidence that it actually screens proposals?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
promote or use feasible, sustainable technologies	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
train workers, farmers, enterprises in safe use of inputs, sustainable practices and safe technologies?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
monitor and report environmental issues	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
avoid environmental damage in its current operations	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
<b>Conclusion: Is the cooperating institution environmentally responsible?</b>	<b>Yes</b>	<b>No, but willing to receive training and adopt for project actions</b>	<b>No, and not willing to implement for project actions</b>	
<b>Social soundness</b>				
have a written policy to include women?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
reject or modify activities that	Yes	No, but willing to receive training and	No, and not willing to implement for	

USAID LOCAL GOVERNANCE PROJECT (LGP/NEXOS LOCALES)/ NEXOS LOCALES  
GRANTS PROGRAM MANUAL AND IMPLEMENTATION PLAN

negatively affect human health?		adopt for project actions	project actions	
have procedures that do not prevent benefits for small-scale producers or enterprises?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
(if member-based organization) allow for transparency and active member participation?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
is willing to do organizational assessment?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
If free of credible accusation of illegal behavior?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
<b>Conclusion: Is the institution socially responsible?</b>	<b>Yes</b>	<b>No, but willing to receive training and adopt for project actions</b>	<b>No, and not willing to implement for project actions</b>	Note if more detailed diagnostic assessment is required.
have passed the DAI “financial capability questionnaire”?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
<b>Conclusion: Is the financial institution financially sound?</b>	<b>Yes</b>	<b>No, but willing to receive training and adopt for project actions</b>	<b>No</b>	
<b>Capacity to comply with USAID policy</b>				
Is able to screen activities, apply mitigation measures and report implementation of mitigation to project standards?	Yes	No, but willing to receive training and adopt for project actions	No	
<b>Over-all conclusion (circle one)</b>	<b>The IP is ready to work with the project</b>	<b>The IP is not rejected by is not ready to work with the project.</b>	<b>The IP is NOT appropriate for work with the project.</b>	<b>Define required conditions and mitigation measures in attachment.</b>
<b>Attach required project actions with the IP using narrative and Table 3 of the EMPR. Monitor implementation.</b>				

People filling out this form: For IP:

For FTFN:

Approval of mitigation measures (see attached) for FTFN:

**ANNEX 15: ENVIRONMENTAL GRANT AND SUB-CONTRACT  
CLEARANCES BY ADMINISTRATIVE STAFF**

Grant or Sub-contract Environmental Clearance Document			
Name of activity: _____ Tracking number _____			
Dates of activity _____ Implementing partner _____			
	Yes	No	Required documents for approval of each IP subproject.
No environmental impact actions (categorical exclusion with no training in activities having risk or negative determination)			Table 1 of approved EMPR is attached covering proposed activities as having no environmental impact. EDD for IP is attached. Activity may proceed with no further review.
Categorical exclusion actions that include training in activities having risk.			Table 1 of approved EMPR is attached covering proposed activities as categorical exclusion. Table 3 is attached showing plan for training in activities having risk. If implemented by partner, EDD for IP is approved and attached. Environmental clauses included in IP agreement covering training. Activity may proceed with no further review. Report of training must accompany renewal of this activity.
Activities with moderate risk that can be mitigated.			Approved EMPR for proposed technical activities attached and reviewed by PEO. Sub-project Activity EMPR for IP and technical activities approved and attached. If implemented by partner, EDD for IP is approved and attached. Environmental clauses included in IP agreement covering mitigation measures and budgeted. With these documents, activity may proceed. Report of mitigation measures must accompany renewal of this activity.
Activities with higher risk (positive determination)			Classification as "positive determination" has been reviewed and confirmed in FTFN EMPR. USAID (COR, MEO, BEO) has reviewed and approved Scoping Statement and Environmental Assessment covering this activity; note attached on how the activity is covered by approved documents. If implemented by partner, EDD for IP is approved and attached. Environmental clauses included in IP agreement covering mitigation measures and budgeted. With these documents, subproject may proceed. Report of mitigation measures must accompany renewal of this activity.
Environmental clauses in sub-contract or grant.			The grant or sub-contract agreement and budget includes all required environmental mitigation measures, the requirement to monitor and report environmental compliance, the requirement to collaborate with project visits and requirements for environmental monitoring, and acknowledgement that failure to implement mitigation measures is grounds to terminate the action. Sub-project may proceed.

Name/Signatures		All requirements have been met:
GM or delegate must sign.	Date:	_____
		Grants manager (GM)
PEO or COP must sign.	Date:	_____
		Project environmental officer (PEO)
COP signs all Positive determination; may replace PEO.	Date:	_____
		Chief of Party (COP)



**ANNEX 16: PESTICIDE PROCUREMENT CLEARANCE FORM**

<b>PESTICIDE PROCUREMENT CLEARANCE FORM TO BE FILLED OUT BY TECHNICAL STAFF WITH PROCUREMENT STAFF</b>	
What pesticide, active ingredient and concentration are proposed?	
For what crop and proposed use?	
Where and when will the pesticide be used (be specific)?	
Are the crop, pesticide and use covered in the list of recommended pesticides in the approved PERSUAP or approved amendment prepared by WINNER?	Yes No (If "no," stop.)
Explain the Project use of the pesticide (research, demonstration, seed multiplication, voucher, etc.):	
Quantity being purchased:	
Area on which the quantity is to be used?	_____ hectares
Is the quantity being purchased appropriate for the area to be treated?	Yes. No (If no, explain.)
Is there a completed IPM plan for the crop or system for which the pesticide is being used or procured?	Yes (If yes, where is it?) No (If no, stop.)
Will safety equipment such as personal protective equipment be on site prior to use?	Yes No (If no, stop.)
Will safe application training be done prior to use?	Yes (If yes, by whom or how?) No (If no, stop.)
Is there provision for an activity log covering the use of the pesticide?	Yes Not applicable (not under control of FTFN or IPs) No (If no, stop.)
How will training, safe use and issues be monitored?	Explain: Who will review the activity log?
Clearances:	Name, date and sign:
Person filling this form and date	
Project technical staff supervisor	
Project Environmental Officer or COP and date	
Procurement manager: information provided and procurement may proceed	(final step)

**ANNEX 17: MODEL LANGUAGE FOR IMPLEMENTING PARTNER AGREEMENTS AND GRANTS AGREEMENTS**

1. It is the responsibility of the Project and the Implementing Partner (IP) or Grantee to review its activities using forms provided USAID and to develop mitigation measures to ensure that the activity has no significant environmental impact. The Implementing Partner or Grantee is bound to comply with the environmental management conditions in the Project Environmental Mitigation Plan and Report (EMPR).

2. The IP will implement the following mitigation measures and will report implementation. It is the responsibility of the IP to provide knowledge and expertise to help adapt mitigation measures to the conditions where the activity will be implemented, to budget adequately for these mitigation measures, and to finance mitigation measures under the budget of this agreement. The IP will train beneficiaries about environmental issues and mitigation measures in all its training events.

[FILL THIS IN AS SPECIFICALLY AS POSSIBLE. IF THE ACTIVITY IS TRULY CATEGORICAL EXCLUSION OF NEGATIVE DETERMINATION THIS MAY BE CUT.]

Sub-activity or component:	Description of Impact	Mitigation Measures

3. The IP and the Project jointly will be responsible for monitoring implementation of mitigation measures according to the schedule of the A-EMMP and reporting [EVERY SIX MONTHS OR YEARLY] implementation of each mitigation measure.

4. The IP will name an individual to be aware of and support implementation of mitigation measures, help prepare reports and respond to questions quickly and comprehensively. That person will cooperate with the Project EO.

5. The IP will collaborate with the Project for project monitoring and field visits in the office or in field.

6. The IP will review all activities under this agreement determine if they are within the scope of the approved environmental documentation.

7. If the IP plans any new activities outside the scope of the environmental documentation, it will prepare an amendment to the environmental documentation for approval prior to undertaking the activity.

8. Any on-going activities found to be outside the scope of the approved environmental documentation will be halted until an amendment to the documentation is submitted and written approval is received.

9. The Project will provide environmental training and technical assistance at least once per year. The IP agrees to participate in training and to collaborate with technical assistance.

10. The IP and FTFN will meet yearly to discuss implementation of mitigation measures and any adjustments required to achieve no environmental impact or positive results.

11. It is the responsibility of the IP to know local environmental regulations and to get any required permits; and it is the responsibility of the IP to know local governmental and traditional authorities and to maintain good relations with them.

12. Failure to implement environmental mitigation measures, as determined by the Project, is sufficient grounds to require corrective actions or to terminate this agreement and the support of FTFN.

**ANNEX 18: ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY  
QUESTIONNAIRE FOR DAI GRANT GRANTEES**

**Accounting System and Financial Capability Questionnaire  
For DAI Grant Grantees**

The main purpose of this questionnaire is to understand the systems adopted by your institution for financial oversight and accounting of grant funds, especially those provided through the U.S. Federal Government. The questionnaire will assist DAI program and accounting staff to identify the extent to which your institution's financial systems match the requirements of the U.S. Federal Government. This information will help the program staff work with you and your institution to review any problem areas that may be identified; thereby avoiding any problems or oversights which would be reportable should an audit of the program or institution be required.

The questionnaire should be completed by the financial officer of your institution in collaboration with DAI program staff. This questionnaire is informational only, and will not have any bearing on the agreement to support your institution based on the technical merit of the proposal. Therefore, please answer all questions to the best of your knowledge.

While 2 CFR 200 does not cover awards to non-U.S. grantees, DAI shall rely on the standards established in that regulation in determining whether potential non-U.S. grantees are responsible to manage Federal funds. A determination shall be made on the potential grantee's ability, or potential ability, to comply with the following USAID and federal-wide policies:

1. Financial and Program Management : 2 CFR 200 Parts 200.302-309 and 700.1, 700.7-700.8;
2. Property Standards : 2 CFR 200 Parts 200.310-200.316;
3. Procurement Standards : 2 CFR 200 Parts 200.317-200.326 and 700.11-700.12; and
4. Reports and Records : 2 CFR 200 Parts 200.327-200.337

**SECTION A: General Information**

Please complete this section which provides general information on your institution.

Name of Institution: \_\_\_\_\_

Name and Title of Financial Contact Person: \_\_\_\_\_

Name of Person Filling out Questionnaire: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Street Address (if different) \_\_\_\_\_

\_\_\_\_\_

Telephone, Fax, Email (if applicable) \_\_\_\_\_

Enter the beginning and ending dates of your institution's fiscal year:

From: (Month, Day) \_\_\_\_\_ To: (Month, Day) \_\_\_\_\_

### SECTION B: Internal Controls

Internal controls are procedures which ensure that: 1) financial transactions are approved by an authorized individual and are consistent with U.S. laws, regulations and your institution's policies; 2) assets are maintained safely and controlled; and 3) accounting records are complete, accurate and maintained on a consistent basis. Please complete the following questions concerning your institution's internal controls.

1. Does your institution maintain a record of how much time employees spend on different projects or activities?

Yes:

No:

2. If yes, how?

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3. Are timesheets kept for each paid employee?

Yes:

No:

4. Do you maintain an employment letter or contract which includes the employee's salary?

Yes:

No:

4. Do you maintain inventory records for your institution's equipment?

Yes:

No:  (if no, explain)

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5. How often do you check actual inventory against inventory records?

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6. Are all financial transactions approved by an appropriate official?

Yes:  No:

7. The person responsible for approving financial transactions is: \_\_\_\_\_ Title:  
\_\_\_\_\_

8. Is the person(s) responsible for approving transactions familiar with U.S. Federal Cost principles as described in OMB Circular A-122?

Yes:  No:

9. Does your institution use a payment voucher system or some other procedure for the documentation of approval by an appropriate official?

Yes:  No:

10. Does your institution require supporting documentation (such as original receipts) prior to payment for expenditures?

Yes:  No:

11. Does your institution require that such documentation be maintained over a period of time?

Yes:  No:

If yes, how long are such records kept? \_\_\_\_\_

12. Are different individuals within your institution responsible for approving, disbursing, and accounting of transactions?

Yes:  No:

13. Are the functions of checking the accuracy of your accounts and the daily recording of accounting data performed by different individuals?

Yes:  No:

14. Who would be responsible for financial reports?  
\_\_\_\_\_

**SECTION C: Fund Control and Accounting Systems**

Fund Control essentially means that access to bank accounts and/or other cash assets is limited to authorized individuals. Bank balances should be reconciled periodically to the accounting records. If cash cannot be maintained in a bank, it is very important to have strict controls over its maintenance and disbursement.

An Accounting System accurately records all financial transactions, and ensures that these transactions are supported by documentation. Some institutions may have computerized accounting systems while others use a manual system to record each transaction in a ledger. In all cases, the expenditure of funds provided by the USAID-funded program must be properly authorized, used for the intended purpose, and recorded in an organized and consistent manner.

1. Does your institution maintain separate accounting of funds for different projects by:

Separate bank accounts:

A fund accounting system:

2. Will any cash from the grant funds be maintained outside a bank (in petty cash funds, etc.)?

Yes:

No:

If yes, please explain the amount of funds to be maintained, the purpose and person responsible for safeguarding these funds.

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3. If your institution doesn't have a bank account, how do you ensure that cash is maintained safely?

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4. Does your institution have written accounting policies and procedures?

Yes:

No:

5. How do you allocate costs that are “shared” by different funding sources, such as rent, utilities, etc.?

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6. Are your financial reports prepared on a:

Cash basis:  Accrual basis:

7. Is your institution's accounting system capable of recording transactions, including date, amount, and description?

Yes:  No:

8. Is your institution's accounting system capable of separating the receipts and payments of the grant from the receipts and payments of your institution's other activities?

Yes:  No:

9. Is your institution's accounting system capable of accumulating individual grant transactions according to budget categories in the approved budget?

Yes:  No:

10. Is your institution's accounting system designed to detect errors in a timely manner?

Yes:  No:

11. How will your institution make sure that budget categories and/or overall budget limits for the grant will not be exceeded?

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12. Are reconciliations between bank statements and accounting records performed monthly and reviewed by an appropriate individual?

Yes:  No:

13. Briefly describe your institution's system for filing and keeping supporting documentation.

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#### SECTION D: Audit

The grant provisions require grantees to adhere to USAID regulations, including requirements to maintain records for a minimum of three years to make accounting records available for review by appropriate representatives of USAID or DAI, and, in some cases, may require an audit to be performed of your accounting records. Please provide the following information on prior audits of your institution.

1. Is someone in your institution familiar with U.S. government regulations concerning costs which can be charged to U.S. grants (OMB Circular A-122 "Cost Principles for Nonprofit Institutions" and OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Institutions")?

Yes:  No:

2. Do you anticipate that your institution will have other sources of U.S. government funds during the period of this grant agreement?

Yes:  No:

3. Do you anticipate spending U.S. government funds in excess of \$300,000 during the period October 1 through September 30

Yes:  No:

4. Have external accountants ever performed an audit of your institution's financial statements?

Yes:  No:

If yes, please provide a copy of your most recent report.

5. Does your institution have regular audits?

Yes:  No:

If yes, who performs the audit and how frequently is it performed?

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6. If you do not have a current audit of your financial statements, please provide this office with a copy of the following financial statements, if available:

- a. A "Balance Sheet" for the most current and previous year; and
- b. An "Income Statement" for the most current and previous year.

7. Are there any circumstances that would prevent your institution from obtaining an audit?

Yes:                       No:

If yes, please provide details:

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**ANNEX 19: CHECKLISTS FOR MASTER FILE AND RFA/APS/REOI FILE**

The Master File\* must contain the following documents, which must be clearly labeled and filed in binders in the order below. (Note: Main sections of documents (I-IV) should be separated into individual binders. Numbered items (1., 2., etc.,) should have a separate tabs with labels.)

Section/Binder	Title	Tab	Title	Reference in Grants Program Implementation Manual	Check One		Comments
					Yes	N/A	
I	Grant Documents						
		1	Signed grant agreement, including budget and any amendments (amendments on top)	Section			
		2	Signed grant concurrence from USAID & request for concurrence. Where applicable, additional concurrence from USAID and requests for concurrence.	Section			
		3	Negotiation memorandum	Section			
		4	Application from grantee	Section			
		5	Pre-award responsibility determination (per guidance found in ADS 303 (303.3.9))	Section			
			<i>In determining if the prospective grantee has the management capacity to plan and carry out the assistance award,</i>	Section			

			some or all of the following may be required, depending on the size and complexity of the grant and/or the previous experience of the prospective grantee. The aim is to get as much information as possible in making the responsibility determination. For further info., see ADS 303.3.9				
			a. completed financial capability questionnaire	Section			
			b. copy of most recent audit, if no recent audit, "Balance Sheet", "Income Statement" for the most current and previous fiscal year	Section			
			c. incorporation papers or certificate of registration and statute	Section			
			d. summary of relevant past performance - including type of contract/grant, contract/grant value, title, client (and contact information, if available)	Section			
			e. if applicable - NICRA, or if no NICRA, the profit and loss statements which include detail of	Section			

			the total costs of goods and services sold, by information of the applicant's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost allocation method				
			f. organizational chart, if available	Section			
			g. cash flow, description of management structure and/or oversight procedures, if available	Section			
			h. copy of applicant's accounting manual, if available	Section			
			i. copy of applicant's operations manual, if available	Section			
			j. copy of purchasing policies and description of the applicant's purchasing system (for large grantees), if available	Section			
			k. any other pertinent information regarding the applicant (please explain in "comments" section)	Section			
		6	Print-outs of debarment and terrorist financing searches	Section			
			a. US	Section			

			Government Excluded Parties List				
			b. List of Specially Designated Nationals and Blocked Persons	Section			
		7	Grant correspondence	n/a			
II	Procurement Documents			Section			
		1	Bidding documentation such as RFQ and bid matrix	Section			
		2	Procurement negotiation memorandum	Section			
		3	Inventory list of each single item (goods and equipment) worth \$5,000 or more that was purchased either with grant funds or by the Contractor.	Section			
III	Financial Reports			Section			
		1	Financial reports from grantee (these can be stored in separate binders, but kept in same location)	Section			
		2	The financial reports themselves may be included in the grant file, or there can be a spreadsheet that cross-references grant payments with separate field-based Finance Department files. This permits an auditor to look up	Section			

USAID LOCAL GOVERNANCE PROJECT (LGP/NEXOS LOCALES)/ NEXOS LOCALES  
GRANTS PROGRAM MANUAL AND IMPLEMENTATION PLAN

			original receipts and other financial documentation for each grant as needed.				
IV	Reporting and Evaluation Documents			Section			
		1	Final reports from grantee	Section			
		2	Monitoring reports	Section			
		3	Impact assessments	Section			
		4	Additional demonstration of activities (i.e. photographs, cassette tapes of radio PSA, video tapes of conference events, newspaper clippings, and so on.)	Section			
*The RFA should be included in a separate file at the beginning of the master files for successful grant grantees							
**Grant paperwork beyond a single copy of the items on this checklist can be disposed of after closeout.							

RFA/APS/REoI file must include the following, in this order (numbered items (1., 2., etc.,) should be separated by tabs and clearly labeled):					
Section/Tab	Title	Reference in Grants Program Implementation Manual	Check One		Comments
			Yes	N/A	
1	RFA	Section			
2	List of review panel members	Section			
3	Signed review panel by-laws, if applicable	Section			
4	Summary of all evaluations and ratings	Section			
5	Review panel score sheets and any other relevant correspondence, comments or information	Section			
6	Copies of rejected grant proposals/applications	Section			
7	Letters to rejected grant applicants	Section			

## ANNEX 20: SAMPLE MEMORANDUM OF NEGOTIATION

### Negotiation Memorandum

**Grantee:** Jane Goodall Institute – Uganda (JGI)  
DAI Prime Contract No. 617-C-00-03-00011-00, PRIME/West

#### **Budongo Forest Ecotourism Project.**

As a Grantee, Jane Goodall Institute – Uganda (JGI) will support DAI in the implementation of the PRIME/West activity. This Grant will be funded through the PRIME/West Special Activities Fund (SAF). JGI will support PRIME/West in implementing the Budongo Forest Ecotourism Project. Specifically, JGI will carry out activities that increase the revenue generated from non-extractive activities that enable financial support to conservation of Budongo Forest Reserve by; establishing management and revenue sharing Agreements between NFA and the Grantee for the long term management of Kaniyo Pabidi and Busingiro sites; training field personnel in ecotourism activities in chimpanzee ecology and habituation, forest ecology together with interpretative principles; The Grantee will improve visitor facilities at Kaniyo Pabidi and Busingiro by building a new visitor centre, accommodation and amenities, renovation of existing buildings at Busingiro, and extension to the existing trail network within the forest. The Grantee will train communities in conservation issues, will establish an operational environmental education centre at Busingiro and implement an ongoing educational programme for primary school children within the peripheries of the of the reserve.

A summary of the procurement process for this Grant is outlined below:

- The potential Grantee submitted an unsolicited concept paper that was reviewed and evaluated together with other unsolicited concept papers and proposals that had been received. Other unsolicited concept papers and proposals were received from the following applicants;
  - i. Abanya - Rwenzori Mountaineering Association (AMA),
  - ii. Classic Africa Safaris
  - iii. Association for the Advancement of Sustainable Rural Development (ASASURUDE)
  - iv. Community Volunteer Initiative for Development (COVOID)
  - v. Volcanoes Safaris.
- The concept papers and proposals were circulated to the SAF review and evaluation panel members (composed of the project COR, PRIME/West SAF Manager, COP, and two PRIME/West Team Leaders) on March 01, 2006 and they were competitively reviewed in accordance with ADS303, the approved PRIME/West SAF policy and procedures manual and with reference to their linkage in contributing to PRIME/West's activities and results as well as fitting within USAID programmatic Objective number 7 (SO7). Of all the five applicants, the review and evaluation panel approved Jane Goodall Institute. A written evaluation of the application was prepared by the review panel and is on file at the PRIME/West office.

- As a result of discussions between PRIME/West and the Awardee, a final submission was received.
- The SAF Manager circulated the final submission to PRIME/West technical staff for their comments and it was on the basis of the comments that were received and discussions with the Awardee that the final program description was developed.
- The uniqueness, proprietary ness and innovativeness of the activity to merit USAID funding and how it fits within USAID SO7 is attached in a separate communication.
- The PRIME/West SAF Manager conducted a pre-award responsibility and due diligence assessment of the awardee. The pre-award responsibility assessment was conducted in accordance with ADS E303.5.9 (b,) and (c.) as well as PRIME/West's policies and procedures. The assessment included:
  - Obtaining copies of and reviewing independent audited financial statements for the last three years (2003, 2004 and 2005) prepared by a certified public accountant.
  - The quality of the applicant's past performance on previous projects funded by USAID and other agencies. JGI has a long-standing reputation and a wealth of experience with US Government-funded projects and has exhibited the ability to comply with the terms and conditions of the funding agreement, and to meet both the program objectives and financial requirements of the agreement.
  - Obtained copies of the applicant's projected budget, cashflow and organizational charts in order to determine the sufficiency of the Awardee's policies and systems to implement the proposed activity. It was observed that JGI has a detailed policy and procedures manual that includes the preparation and approval of cost applications, treasury and cash management, labor distribution, reporting and the payroll, procurement, acquisition, maintenance and disposal of property, reporting, internal and external audits and monitoring and financial oversight. A copy of the manual is available on file at the PRIME/West office. A verification of transactions from the original documents to entry into the financial system to the production of reports was done to obtain reasonable satisfaction that the policies and procedures in the manual are complied with on a day-to-day basis and that the financial system is capable of meeting PRIME/West's reporting requirements
  - PRIME/West's Chief of Party and the COR conducted an on-site verification of the proposed ecotourism construction site to ensure its appropriateness for construction of the ecotourism site and nothing came to their attention as to develop reservations in this award.
  - An assessment of the infrastructure required to implement the activity was done. It was discovered that the Grantee possesses the necessary infrastructure to implement the activity. For example, JGI has a vehicle that will be devoted to this activity.
  - A review of the Grantee's legal registration status was done.

Overall, there was nothing discovered during the assessment that would potentially curtail the implementation of this activity.

- The SAF team, Home Office Project Associate and Senior Contracts Administrator conducted a detailed review of the potential Awardee's budget. The parties reached agreement on all of the budget items as follows:

**Personnel salaries:** The daily rates for all employees were reviewed and were deemed to be adequate and consistent with the market rates and DAI's historical rates paid in Uganda for similar positions. The salary rates used for current JGI employees are based on their current salary rates. Other checks that were done with respect to personnel salaries are similar those included the Negotiation Memorandum for JGI's environmental education activity.

**Short-term technical assistance (STTA):** The potential Awardee will rely on local consultants to fulfill the construction consultant, facilitators for workshops as well as facilitators for interpreters' training roles. The daily rate for the facilitator is based on the rates that the National Environmental Management Authority (NEMA) pays for facilitation of similar work. The daily rate for the construction consultant is budgeted at USD150 since this building using log cabins is a fairly new concept in Uganda and there will require attracting a highly qualified person. These rates are adequate and consistent with the market rates and DAI's historical rates paid in Uganda for similar positions. The LOE for each consultant was agreed to be adequate

**Other Direct Costs (ODCs):** Below is what was agreed upon:

- Office rent - Since implementation of the PRIME/West Grant will take up approximately 1/3 of JGI's staff time, it was decided that 1/3 of the current rent of \$400/month would be divided between PRIME/West and JGI. The cost share agreed upon was 2/3 for PRIME/West and 1/3 for JGI. The current rental agreement of \$400 per month was used in determining the rent budget figure and a copy is on file.
- Office supplies – The budget figure for office supplies was determined by looking at previous expenditures for office supplies. It was decided that the budget should be based on 30% of their normal monthly costs for office supplies. Copies of expenditures for office supplies for previous months are on file and these rates are not expected to vary much during the implementation of this project. Therefore the figure incorporated into the budget is reasonable to implement the activity given the anticipated expenditures during the implementation period.
- Office Utilities - The utilities budget figure was determined by looking at previous expenditures for office utilities. It was decided that the budget should be based on 30% of their normal monthly utility costs. Copies of the utilities expenditures in recent months are on file and these rates are not expected to vary much during the implementation of this project. Therefore the figure incorporated into the budget is reasonable to implement the activity given the anticipated expenditures during the implementation period.

- Communications - The budget was based on 30% of the current monthly expenditures for mobile phone calls, internet access and land line phone calls.
- Equipment maintenance and service - The budget is based on previous expenditures for maintenance and service and the budget was agreed to be reasonable given the anticipated level of activity.

In addition to the above, it was verified that the items included under ODCs were not double counted under General Administration costs.

**Per Diem-Lodging, meals and other incidentals:** JGI's policy is not to give employees a flat daily rate for per diem but instead they pay directly for the lodging and meals of all employees while they are participating in training sessions and activities. The budget figure for per diem is based on a rate of \$30.35 per day for the accommodation and meals of two JGI staff members in the field. It was determined that the estimated number of days and staff in the field per month are adequate. The budgeted expenditures for fuel are based on the anticipated level of activity. It also includes stipends and transport refunds for volunteers.

**Project Activities:** For each of the project activities to be undertaken, detailed budget requirements were discussed and agreed upon. Amendments were made to budget lines as necessary to provide further clarity on the activities to be implemented. Specific cost information on some of the budget items include:

- Construction of a dormitory for visitors, log cabins and visitors centre. The cost is based on quotations received from Romeco Limited by the Awardee. PRIME/West Kampala office has copies of the quotations on file.
- Other construction/renovation costs (at Paniyo Padibi and Busingiro sites); These are based on reasonable estimates obtained by the Grantee and in line with similar costs incurred by National Forestry Authority (NFA) on similar expenditure.
- Trail cutting and maintenance and other casual labor costs; Current market costs for similar work are budgeted for.
- Trainings and workshops; Detailed budget requirements were discussed and agreed. The costs are reasonable to conduct the activities.

**Procurements:** Non-expendable items:

- Laptop computer and motorcycle; PRIME/West procured a laptop computer and motorcycle under the implementation of the NatureUganda Subcontract. Thus PRIME/West already has the cost information for these non-expendable items proposed under this award and the budget was adjusted to reflect costs approved and incurred on similar expenditures in the past by PRIME/West.
- "Solar Equipment (Solar panels/batteries/inverter /regulator/changeover); Three quotations were solicited by the Awardee and the budget is based on the lowest of the three quotations. Copies of the quotations are available at the PRIME/West Office in Kampala."

- Digital SLR camera and corresponding lens and GPS/Radio Unit; Quotations obtained from the internet as obtained by JGI with copies in the PRIME/West Kampala office.
- Expendable items; The unit cost prices for the range finder, energy saving torches, binoculars and backpacks were obtained from quotations on the internet by JGI. Copies are on file in the PRIME/West Kampala Office. Other expendable item unit cost prices are reasonable and in line with market prices and quotations were therefore not obtained.
- A cost share contribution was requested of the Awardee. The Awardee agreed to a 22% contribution/cost share of the total program cost of \$469,682, which amounts to \$101,398.
- Draft documents were prepared and submitted to the home office Senior Contracts Administrator for review and subsequent submission to USAID. The SAF team in coordination with the Home Office Senior Contracts Administrator further evaluated the cost proposal and requested clarification and revisions as required.
- DAI determined the revised cost proposal from the subcontractor to be fair and reasonable, and within program projections. The proposal was consistent with the Awardee's cost accounting practices, policies, and procedures.
- The Awardee signed the certifications regarding terrorist financing as required by AAPD 04-14. The Awardee also provided a branding strategy and marking plan as required by AAPD 05-11. As required by AAPD 02-04, DAI checked the "SDN & Blocked Persons" to ensure that the names of the Awardee and proposed individuals to implement the activity are not on the list.
- DAI expects to award a cost-reimbursable Grant based on the proposed and agreed to ceiling. All applicable mandatory and standard provisions have been incorporated into the Grant document attached.

#### Negotiation Summary

##### Principal Elements of the Negotiations

- Agreement on award type
- Agreement on period of performance
- Agreement on Daily Rates
- Agreement on estimated hours
- Agreement on benchmarks and deliverables
- Agreement on estimated ODCs
- Agreement on total cost and price

##### Significant Considerations Affecting Establishment of Initial or Revised Prices.

The Awardee's proposed daily rates are within an acceptable range considering historical information and market standards for the industry. The proposed ODCs were found to be reasonable and acceptable to meet program requirements.

Cost Accounting Standards (CAS)

DAI has determined that the Grantee maintains an accounting system that is sufficient to properly accumulate and allocate costs incurred under this program. A copy of the accounting and policy manual is available on file at the Kampala office.

Explanation of Incentive Fee or Profit Plan When Incentives Are Used

No incentives were used in negotiating the Grant price.

Negotiation Results

Upon completion of negotiations, the agreed to amount of the grant is as follows:

- Grant Type: Cost-reimbursable
- Period of Performance: April 2006 – March 2008
- Daily Rates (See Detailed Grant Budget attached)
- Estimated Hours: (See Detailed Grant Budget attached)
- Estimated ODCs: (See Detailed Grant Budget attached)

**Total Price/Ceiling: US\$ 356,170**

## ANNEX 21: ASSISTANCE ON BRANDING AND MARKING

### ADS Chapter 320: Assistance on Branding strategy and Marking Plan and Provision regarding Marking under USAID-Funded Assistance Instruments

#### I. BRANDING STRATEGY - ASSISTANCE

(a) Definitions

**Branding Strategy** means a strategy that is submitted at the specific request of a USAID Agreement Officer by an Apparently Successful Applicant after evaluation of an application for USAID funding, describing how the program, project, or activity is named and positioned, and how it is promoted and communicated to beneficiaries and host country citizens. It identifies all donors and explains how they will be acknowledged.

**Apparently Successful Applicant(s)** means the applicant(s) for USAID funding recommended for an award after evaluation, but who has not yet been awarded a grant, cooperative agreement or other assistance award by the Agreement Officer. The Agreement Officer will request that the Apparently Successful Applicants submit a Branding Strategy and Marking Plan. Apparently Successful Applicant status confers no right and constitutes no USAID commitment to an award. **USAID**

**Identity (Identity)** means the official marking for the Agency, comprised of the USAID logo and new brandmark, which clearly communicates that our assistance is from the American people. The USAID Identity is available on the USAID website and is provided without royalty, license, or other fee to grantees of USAID-funded grants or cooperative agreements or other assistance awards or subawards.

- (b) **Submission.** The Apparently Successful Applicant, upon request of the Agreement Officer, will submit and negotiate a Branding Strategy. The Branding Strategy will be included in and made a part of the resulting grant or cooperative agreement. The Branding Strategy will be negotiated within the time that the Agreement Officer specifies. Failure to submit and negotiate a Branding Strategy will make the applicant ineligible for award of a grant or cooperative agreement. The Apparently Successful Applicant must include all estimated costs associated with branding and marking USAID programs, such as plaques, stickers, banners, press events and materials, and the like.

(c) **Submission Requirements**

At a minimum, the Apparently Successful Applicant's Branding Strategy will address the following:

(1) Positioning

*What is the intended name of this program, project, or activity?*

Guidelines: USAID prefers to have the USAID Identity included as part of the program or project name, such as a "title sponsor," if possible and appropriate. It is acceptable to "co-brand" the title with USAID's and the Apparently Successful Applicant's identities. For example: "The USAID and [Apparently Successful Applicant] Health Center."

If it would be inappropriate or is not possible to "brand" the project this way, such as when rehabilitating a structure that already exists or if there are multiple donors, please explain and indicate how you intend to showcase USAID's involvement in publicizing the program or project. *For example: School #123, rehabilitated by USAID and [Apparently Successful Applicant]/ [other donors].* Note: the Agency prefers "made possible by (or with) the generous support of the American People" next to the USAID Identity in acknowledging our contribution, instead of the phrase "funded by." USAID prefers local language translations.

*Will a program logo be developed and used consistently to identify this program? If yes, please attach a copy of the proposed program logo.*

Note: USAID prefers to fund projects that do NOT have a separate logo or identity that competes with the USAID Identity.

## (2) Program Communications and Publicity

*Who are the primary and secondary audiences for this project or program?*

Guidelines: Please include direct beneficiaries and any special target segments or influencers. For Example: Primary audience: schoolgirls age 8-12, Secondary audience: teachers and parents—specifically mothers.

*What communications or program materials will be used to explain or market the program to beneficiaries?*

Guidelines: These include training materials, posters, pamphlets, Public Service Announcements, billboards, websites, and so forth.

*What is the main program message(s)?*

Guidelines: For example: “Be tested for HIV-AIDS” or “Have your child inoculated.”

Please indicate if you also plan to incorporate USAID’s primary message – this aid is “from the American people” – into the narrative of program materials. This is optional; however, marking with the USAID Identity is required.

*Will the grantee announce and promote publicly this program or project to host country citizens? If yes, what press and promotional activities are planned?*

Guidelines: These may include media releases, press conferences, public events, and so forth. Note: incorporating the message, “USAID from the American People”, and the USAID Identity is required.

*Please provide any additional ideas about how to increase awareness that the American people support this project or program.*

Guidelines: One of our goals is to ensure that both beneficiaries and host-country citizens know that the aid the Agency is providing is “from the American people.” Please provide any initial ideas on how to further this goal.

## (3) Acknowledgements

*Will there be any direct involvement from a host-country government ministry? If yes, please indicate which one or ones. Will the grantee acknowledge the ministry as an additional co-sponsor?*

Note: it is perfectly acceptable and often encouraged for USAID to “co-brand” programs with government ministries.

*Please indicate if there are any other groups whose logo or identity the grantee will use on program materials and related communications.*

Guidelines: Please indicate if they are also a donor or why they will be visibly acknowledged, and if they will receive the same prominence as USAID.

- (d) **Award Criteria.** The Agreement Officer will review the Branding Strategy for adequacy, ensuring that it contains the required information on naming and positioning the USAID-funded program, project, or activity, and promoting and communicating it to cooperating country beneficiaries and citizens. The Agreement Officer also will evaluate this information to ensure that it is consistent with the stated objectives of the award; with the Apparently Successful Applicant’s cost data submissions; with the Apparently Successful Applicant’s project, activity, or program performance plan; and with the regulatory requirements set out in 2 CFR 700.16. The Agreement Officer may obtain advice and recommendations from technical experts while performing the evaluation.

## II. MARKING PLAN – ASSISTANCE

### (a) Definitions

**Marking Plan** means a plan that the Apparently Successful Applicant submits at the specific request of a USAID Agreement Officer after evaluation of an application for USAID funding, detailing the public communications, commodities, and program materials and other items that will visibly bear the USAID Identity. Grantees may request approval of Presumptive Exceptions to marking requirements in the Marking Plan.

**Apparently Successful Applicant(s)** means the applicant(s) for USAID funding recommended for an award after evaluation, but who has not yet been awarded a grant, cooperative agreement or other assistance award by the Agreement Officer. The Agreement Officer will request that Apparently Successful Applicants submit a Branding Strategy and Marking Plan. Apparently Successful Applicant status confers no right and constitutes no USAID commitment to an award, which the Agreement Officer must still obligate.

**USAID Identity (Identity)** means the official marking for the Agency, comprised of the USAID logo and new brandmark, which clearly communicates that our assistance is from the American people. The USAID Identity is available on the USAID website and USAID provides it without royalty, license, or other fee to grantees of USAID-funded grants, cooperative agreements, or other assistance awards or subawards. A **Presumptive**

**Exception** exempts the applicant from the general marking requirements for a *particular* USAID-funded public communication, commodity, program material or other deliverable, or a *category* of USAID-funded public communications, commodities, program materials or other deliverables that would otherwise be required to visibly bear the USAID Identity. The Presumptive Exceptions are:

Presumptive Exception (i). USAID marking requirements may not apply if they would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials, such as election monitoring or ballots, and voter information literature; political party support or public policy advocacy or reform; independent media, such as television and radio broadcasts, newspaper articles and editorials; and public service announcements or public opinion polls and surveys (22 C.F.R. 226.91(h)(1)).

Presumptive Exception (ii). USAID marking requirements may not apply if they would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent (22 C.F.R. 226.91(h)(2)).

Presumptive Exception (iii). USAID marking requirements may not apply if they would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official (22 C.F.R. 226.91(h)(3)). Presumptive Exception (iv). USAID marking requirements may not apply if they would impair the functionality of an item, such as sterilized equipment or spare parts (22 C.F.R. 226.91(h)(4)).

Presumptive Exception (v). USAID marking requirements may not apply if they would incur substantial costs or be impractical, such as items too small or otherwise unsuited for individual marking, such as food in bulk (22 C.F.R. 226.91(h)(5)).

Presumptive Exception (vi). USAID marking requirements may not apply if they would offend local cultural or social norms, or be considered inappropriate on such items as condoms, toilets, bed pans, or similar commodities (22 C.F.R. 226.91(h)(6)).

Presumptive Exception (vii). USAID marking requirements may not apply if they would conflict with international law (22 C.F.R. 226.91(h)(7)).

- (b) **Submission.** The Apparently Successful Applicant, upon the request of the Agreement Officer, will submit and negotiate a Marking Plan that addresses the details of the public communications, commodities, program materials that will visibly bear the USAID Identity. The marking plan will be customized for the particular program, project, or activity under the resultant grant or cooperative agreement. The plan will be included in and made a part of the resulting grant or cooperative agreement. USAID and the Apparently Successful Applicant will negotiate the Marking Plan within the time specified by the Agreement Officer. Failure to submit and negotiate a Marking Plan will make the applicant ineligible for award of a grant or cooperative agreement. The applicant must include an estimate of all costs associated with branding and marking USAID programs, such as plaques, labels, banners, press events, promotional materials, and so forth in the budget portion of its application. These costs are subject to revision and negotiation with the Agreement Officer upon submission of the Marking Plan and will be

incorporated into the Total Estimated Amount of the grant, cooperative agreement or other assistance instrument.

- (c) **Submission Requirements.** The Marking Plan will include the following:
- (1) A description of the public communications, commodities, and program materials that the grantee will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity. These include:
    - (i) program, project, or activity sites funded by USAID, including visible infrastructure projects or other programs, projects, or activities that are physical in nature;
    - (ii) technical assistance, studies, reports, papers, publications, audiovisual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID;
    - (iii) events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences, and other public activities; and
    - (iv) all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies and other materials funded by USAID, and their export packaging.
  - (2) A table specifying:
    - (i) the program deliverables that the grantee will mark with the USAID Identity,
    - (ii) the type of marking and what materials the applicant will be used to mark the program deliverables with the USAID Identity, and
    - (iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking.
  - (3) A table specifying:
    - (i) what program deliverables will not be marked with the USAID Identity, and
    - (ii) the rationale for not marking these program deliverables.
- (d) **Presumptive Exceptions.**
- (1) The Apparently Successful Applicant may request a Presumptive Exception as part of the overall Marking Plan submission. To request a Presumptive Exception, the Apparently Successful Applicant must identify which Presumptive Exception applies, and state why, in light of the Apparently Successful Applicant's technical proposal and in the context of the program description or program statement in the USAID Request For Application or Annual Program Statement, marking requirements should not be required.
  - (2) Specific guidelines for addressing each Presumptive Exception are:
    - (i) For Presumptive Exception (i), identify the USAID Strategic Objective, Interim Result, or program goal furthered by an appearance of neutrality, or state why the program, project, activity, commodity, or communication is 'intrinsically neutral.' Identify, by category or deliverable item, examples of program materials funded under the award for which you are seeking an exception.
    - (ii) For Presumptive Exception (ii), state what data, studies, or other deliverables will be produced under the USAID funded award, and explain why the data, studies, or deliverables must be seen as credible.
    - (iii) For Presumptive Exception (iii), identify the item or media product produced under the USAID funded award, and explain why each item or product, or category of item and product, is better positioned as an item or product produced by the cooperating country government.

- (iv) For Presumptive Exception (iv), identify the item or commodity to be marked, or categories of items or commodities, and explain how marking would impair the item's or commodity's functionality.
  - (v) For Presumptive Exception (v), explain why marking would not be cost beneficial or practical.
  - (vi) For Presumptive Exception (vi), identify the relevant cultural or social norm, and explain why marking would violate that norm or otherwise be inappropriate.
  - (vii) For Presumptive Exception (vii), identify the applicable international law violated by marking.
- (3) The Agreement Officer will review the request for adequacy and reasonableness.

In consultation with the COR and other agency personnel as necessary, the Agreement Officer will approve or disapprove the requested Presumptive Exception. Approved exceptions will be made part of the approved Marking Plan, and will apply for the term of the award, unless provided otherwise.

- (e) **Award Criteria:** The Agreement Officer will review the Marking Plan for adequacy and reasonableness, ensuring that it contains sufficient detail and information concerning public communications, commodities, and program materials that will visibly bear the USAID Identity. The Agreement Officer will evaluate the plan to ensure that it is consistent with the stated objectives of the award; with the applicant's cost data submissions; with the applicant's actual project, activity, or program performance plan; and with the regulatory requirements of 22 C.F.R. 226.91. The Agreement Officer will approve or disapprove any requested Presumptive Exceptions (see paragraph (d)) on the basis of adequacy and reasonableness. The Agreement Officer may obtain advice and recommendations from technical experts while performing the evaluation.

### III. PROVISION: MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS

#### (a) Definitions

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

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

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

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

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

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

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

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

(b) Marking of Program Deliverables

- (1) All grantees must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the grantee's, other donor's, or any other third party's identity or logo.
- (2) The Grantee will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The Grantee should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Grantee must install a permanent, durable sign, plaque or other marking.
- (3) The Grantee will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.
- (4) The Grantee will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, grantees should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the grantee is encouraged otherwise to acknowledge USAID and the American people's support.
- (5) The Grantee will mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.

- (6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government's identity be larger and more prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.
- (7) The Agreement Officer may require marking with the USAID Identity in the event that the grantee does not choose to mark with its own identity or logo.
- (8) The Agreement Officer may require a pre-production review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.
- (9) Subgrantees. To ensure that the marking requirements "flow down" to subgrantees of subawards, grantees of USAID funded grants and cooperative agreements or other assistance awards will include the USAID-approved marking provision in any USAID funded subaward, as follows:

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

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

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

- (11) The grantee will provide the COR or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the grantee will submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.
- (c) Implementation of marking requirements.
- (1) When the grant or cooperative agreement contains an approved Marking Plan, the grantee will implement the requirements of this provision following the approved Marking Plan.
  - (2) When the grant or cooperative agreement does not contain an approved Marking Plan, the grantee will propose and submit a plan for implementing the requirements of this provision within [**Agreement Officer fill-in**] days after the effective date of this provision. The plan will include:
    - (i) A description of the program deliverables specified in paragraph (b) of this provision that the grantee will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity.
    - (ii) the type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity,
    - (iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking,
  - (3) The grantee may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:

- (i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
  - (ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
  - (iii) USAID marking requirements would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official;
  - (iv) USAID marking requirements would impair the functionality of an item;
  - (v) USAID marking requirements would incur substantial costs or be impractical;
  - (vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;
  - (vii) USAID marking requirements would conflict with international law.
- (4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements is provision.
- (d) **Waivers.**
- (1) The grantee may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The grantee will submit the request through the COR. The Principal Officer is responsible for approvals or disapprovals of waiver requests.
  - (2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of grantee’s own identity/logo or that of a third party on materials that will be subject to the waiver.
  - (3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.
  - (4) Approved waivers “flow down” to grantees of subawards unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.
  - (5) Determinations regarding waiver requests are subject to appeal to the Principal Officer’s cognizant Assistant Administrator. The grantee may appeal by submitting a written request to reconsider the Principal Officer’s waiver determination to the cognizant Assistant Administrator.
- (e) **Non-retroactivity.** The requirements of this provision do not apply to any materials, events, or commodities produced prior to January 2, 2006. The requirements of this provision do not apply to program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) where the construction and implementation of these are complete

prior to January 2, 2006 and the period of the grant does not extend past January 2, 2006.

**ANNEX 22: PAYMENT VOUCHER**



**\*Voucher #**

(\*20 character limit)

Cash Account Number: \_\_\_\_\_  
Cash Account Name: \_\_\_\_\_

Transaction Date: \_\_\_\_\_ Grant Number (if applicable): \_\_\_\_\_  
Payee: \_\_\_\_\_ PO Number (if applicable): \_\_\_\_\_  
Check# / Bank transaction #: \_\_\_\_\_ Supplier/Vendor Name: \_\_\_\_\_

Project Number	Task Number	Expenditure Type	Transaction Currency Amount	Exchange Rate	USD Amount	Description (English)
<b>Total</b>			0.00		<b>\$0.00</b>	

Enclosed Receipts Reconcile to Transaction Currency Amount (check one box):

YES     NO

If NO, explanation needed:

**Comments:** \_\_\_\_\_

**NOTE: Receipts are required for ALL transactions. NO payment shall be made without receipts. Signatures below are mandatory. Vouchers without these signatures are regarded as invalid.**

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ (Signature) Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ (Printed Name of Approver and Title)

**ANNEX 23: REQUEST FOR REIMBURSEMENT**

**REQUEST FOR REIMBURSEMENT FORM**

**GRANT NO.:** \_\_\_\_\_

**2. GRANTEE ORGANIZATION**

Name:	Address (number and street):
<b>ZIP Code and City:</b>	<b>Country:</b>

**3. GRANTEE'S BANK DATA**

Bank name:	Address (number and street, ZIP Code and city, Country)
<b>Phone:</b>	<b>Fax:</b>
<b>Account Number:</b>	<b>Wire Transfer No/SWIFT Code:</b>

**4. PERIOD COVERED BY THIS REQUEST**

From (month, day, year)	TO (month, day, year)
-------------------------	-----------------------

**5. COMPUTATION OF AMOUNT OF REIMBURSEMENT (IN ACCORDANCE WITH DETAILED BUDGET)**

CATEGORY (Line item)	APPROVED BUDGET (\$)	REIMBURSEMENT- FOR THIS PERIOD (\$)	CUMULATIVE FOR PREVIOUS PERIODS (\$)- REIMBURSED	NEW CUMULATIVE (\$)
		<b>(A)</b>	<b>(B)</b>	<b>(C)=(A)+(B)</b>

**6. CERTIFICATION**

*"The undersigned hereby certifies: a) that the above amount for expenses represents the best estimate of funds needed for the disbursements to be incurred over the period described; b) that*

*payment of the sum claimed as total spent in this request is proper and due and that all funds provided by DAI have been used solely for the purposes described in the Grant Agreement and in accordance with all of the terms and conditions therein; c) that appropriate refund or credit to the Grant will be made in the event of a disallowance in accordance with the terms of the Grant, for nonperformance in whole or in part under this Grant, in the event funds are not expended, and that any interest exceeding the local currency equivalent of US\$250 per year accrued on the funds made available herein will be refunded to DAI; d) that information in the financial report is correct and any detailed supporting information as the Grantor may require will be furnished by the Grantee promptly upon request; and, e) that all requirements called for by the Grant Agreement have been met up to the date of this certification."*

Attachments (please attach documents supporting this request):

1. \_\_\_\_\_
2. \_\_\_\_\_

Signature or authorized certifying official  _____	Date request submitted  _____
<b>Typed or printed name and title</b>  _____	<b>Phone</b>  _____

**ANNEX 24: FINANCIAL REPORT**

Grant  
No.:

**MONTHLY FINANCIAL REPORT**

Reporting Period:      month/day year                      to:    month,day,year \_\_\_\_\_

**USAID FUNDS**

Line Item		Month Liquidated	Month Budgeted	Total Budget	Previous Period Cumulative Liquidated	Cumulative Liquidated	Remaining Balance	
		1	2	3	4	5=(1+4)	6=(3-5)	
1	?					0	0	
2	?					0	0	
3	?					0	0	
4	?					0	0	
5	?					0	0	
6	?					0	0	
7	?					0	0	
8	?					0	0	
9	?					0	0	
10	?					0	0	
11	?					0	0	
12	?					0	0	
<b>TOTAL</b>		0	0	0	0	0	0	
							check	0

**ANNEX 25: COST REIMBURSABLE BUDGET TEMPLATE**

P/G-City-XXX Title of Grant XXX 2015 - XXX 2015 Funding Source Cluster										
Code	Description	Volume		Frequency		Unit Cost	Total Cost	Nexos Locales Contribution	Grantee Contribution	Budget Notes
		Quantity	Unit	Duration	Unit					
<b>A</b>	<b>Personnel</b>									
<b>I</b>	<b>Project Staff</b>									
1.1							\$0			
1.2							\$0			
1.3							\$0			
1.4							\$0			
1.5							\$0			
<b>TOTAL PERSONNEL COST</b>							\$0	\$0	\$0	
<b>B</b>	<b>Program Cost</b>									
<b>I</b>	<b>Materials</b>									
1.1							\$0			
1.2							\$0			
1.3							\$0			
1.4							\$0			
1.5							\$0			
1.6							\$0			
1.7							\$0			
1.8							\$0			
1.9							\$0			
<b>Sub-total</b>							\$0	\$0	\$0	
<b>II</b>	<b>Equipment</b>									
2.1							\$0			
2.2							\$0			
2.3							\$0			
2.4							\$0			
<b>Sub-total</b>							\$0	\$0	\$0	
<b>III</b>	<b>Travel</b>									
3.1							\$0			
3.2							\$0			
3.3							\$0			
3.4							\$0			
<b>Sub-total</b>							\$0	\$0	\$0	
<b>IV</b>	<b>Training</b>									
4.1							\$0			
4.2							\$0			
4.3							\$0			
4.4							\$0			
4.5							\$0			
4.6							\$0			
4.7							\$0			
4.8							\$0			
4.9							\$0			
4.10							\$0			
<b>Sub-total</b>							\$0	\$0	\$0	
<b>TOTAL PROGRAM COST</b>							\$0	\$0	\$0	
<b>C</b>	<b>Other Direct Costs</b>									
<b>V</b>	<b>Operation &amp; Administration Cost</b>									
5.1							\$0			
5.2							\$0			
5.3							\$0			
5.4							\$0			
<b>VI</b>	<b>Contingency</b>									
6.1	Contingency		10% Percent		1		\$0	\$0	\$0	
<b>ODC Sub-total</b>							\$0	\$0	\$0	
<b>TOTAL COST</b>							\$0	\$0	\$0	
<b>CONTRIBUTION %</b>							0%	0%	0%	

**ANNEX 26: TIME AND MATERIALS BUDGET TEMPLATE**

RFA Name:										
RFA No:									Labor Escalation	1.05
Grantee:									ODC Escalation	1.03
Period:										

**TIME AND MATERIALS BUDGET**

Position	Name	Fixed Daily Rate	Unit	Year 1		Year 2		TOTAL	
				LOE	Cost	LOE	Cost	LOE	Total Cost
<b>I. Salaries and</b>									
<b>1. Long-Term</b>									
<b>Expats: US</b>									
LTTA I	TBD	\$0.00	Day		\$0		\$0	-	\$ -
<b>Total Expat/TCN</b>				0	\$0	0	\$0	0	\$0
<b>CCNs:</b>									
LTTA I	TBD	\$0.00	Day		\$0		\$0	-	\$ -
<b>Total CCN LTTA</b>				0	\$0	0	\$0	0	\$0
<b>2. Short-Term</b>									
<b>Expats: US</b>									
STTA I	TBD	\$0.00	Day		\$0		\$0	-	\$ -
<b>Total Expat/TCN</b>				0	\$0	0	\$0	0	\$0
<b>CCNs:</b>									
STTA I	TBD	\$0.00	Day		\$0		\$0	-	\$ -
<b>Total CCN STTA</b>				0	\$0	0	\$0	0	\$0
<b>TOTAL SALARIES</b>				0	\$0	0	\$0	0	\$0
<b>II. OTHER DIRECT</b>									
<b>1. Air Travel</b>									
<u>Long-Term Technical</u>									
LTTA I	TBD								
Mobilization and				0	\$0	0	\$0	0	\$0
R&R Leave				0	\$0	0	\$0	0	\$0
Home Leave				0	\$0	0	\$0	0	\$0
<u>Short-Term Technical</u>									
STTA Expat				0	\$0	0	\$0	0	\$0
<u>Regional / In-Country</u>									
				0	\$0	0	\$0	0	\$0
<b>Total Air Travel</b>					\$0		\$0		\$0
<b>2. Per Diem</b>									
STTA Expat				0	\$0	0	\$0	0	\$0
<b>Total Per Diem</b>				0	\$0	0	\$0	0	\$0
<b>4. Miscellaneous</b>									
LTTA Expat					\$0		\$0		\$0
STTA Expat					\$0		\$0		\$0
<b>Total</b>				0	\$0	0	\$0	0	\$0
<b>7. Home Office</b>									
Production/Printing		\$ -	month		\$0		\$0	-	\$0
Communication		\$ -	month		\$0		\$0	-	\$0
Courier		\$ -	month		\$0		\$0	-	\$0
<b>Total Home Office</b>					\$0		\$0	0	\$0
<b>8. Project Activities*</b>									
	TBD	\$ -	month		\$0		\$0	-	\$0
<b>Total Project</b>					\$0		\$0	0	\$0
<b>TOTAL OTHER</b>					\$0		\$0		\$0
<b>GRAND TOTAL</b>				0		0			

FIXED DAILY RATE: NOTE THAT IT MAY BE REQUIRED TO PROVIDE A BREAKDOWN OF THE FIXED DAILY RATE.

\* Unless it has previously been discussed and agreed between DAI and the sub to budget for Regional Travel, Project Activities and operating costs

## ANNEX 27: PROCUREMENT POLICIES

### Procurement Summary Guidelines

(Please refer to the LGP/NEXOS LOCALES Procurement Manual for more detail)

The procurement process is dependent upon the value of the total procurement. The matrix below outlines the procurement actions in relation to the total value of the purchase.

Procurement Amounts	Action(s) Taken	Forms To File
If total anticipated price is less than \$500	Purchase as needed at market price– no paperwork other than receipt for billing purposes needed.	<ul style="list-style-type: none"> <li>• PRF (Purchase Justification)</li> <li>• Invoice</li> <li>• GDR</li> </ul>
If total anticipated price (total payment to vendor, not per item) is between \$500 and less than \$3,000	<p>Bid or documented verbal price quote. Three quotes are recommended, but not mandatory.</p> <p>Memo to File must include:</p> <ul style="list-style-type: none"> <li>- Company names &amp; tel. #</li> <li>- date contacted</li> <li>- price quoted</li> </ul>	<ul style="list-style-type: none"> <li>• Memo to File</li> <li>• PRF (Purchase Justification)</li> <li>• Invoice</li> <li>• GDR</li> </ul>
If total anticipated price is between \$3,001 and less than \$150,000	<p>Requires three written bids from vendors.</p> <p>Create a Bid Comparison Matrix.</p> <p>Must stipulate Selection Criteria</p> <p>Must convene a bid committee to review the bids together.</p>	<ul style="list-style-type: none"> <li>• Bid Comparison Matrix</li> <li>• Copies of vendor bids</li> <li>• Bid Decision Memo to File</li> </ul>
\$150,000 or more	<p>Requires formal advertisement.</p> <p>Issue formal bid documents, such as Request For Quotes (RFQ).</p> <p>Must stipulate Selection Criteria</p> <p>Must convene a bid committee.</p>	<ul style="list-style-type: none"> <li>• Copy of RFQ and responses</li> <li>• Bid Comparison Matrix</li> <li>• Bid Decision Memo to file</li> </ul>

USAID regulations prohibit breaking down or splitting a large group of equipment into arbitrary smaller groups if the sole purpose is to reduce the total value of the goods to qualify for a less restrictive set of procurement procedures.

For quotations solicited by phone, LGP/NEXOS LOCALES fully documents all details in order to demonstrate that such solicitation occurred, and these notes become part of the procurement file. At a minimum, written documentation of telephone solicitations and offers should include:

1. Date of offer
2. Name, address, and phone number of supplier
3. Price offered for each line item
4. Price of packing, delivery, other costs, and total price
5. Delivery schedule
6. Payment terms



**ANNEX 28: GRANT CLOSE-OUT AND DISPOSITION**

[Date]  
[COP]  
[DAI Project address]

Dear [COP]:

[Grantee Organization Name] has received the following non-expendable equipment under grant number [Grant Number], defined as having a useful life of more than one year and a market value of more than \$5,000 USD.

**Property:**

[List property and USD value]

Item Description	Make/Model No.	Market Value

**Disposition Plan:**

The above property will continue to be used by our organization for the purposes set forth in the original grant agreement with DAI.

Thank you for your attention to this matter.

Best Regards,

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

**ANNEX 29: FINAL REPORT**

**Grantee Final Report Template**

Activity #/Title:
Awardee Name:
Period of Performance:
Activity Amount:
If through interview:
Interview Date:
Interviewer Name: <span style="float: right;">Signature:</span>

**Objectives**

Objective 1 To provide temporary employment to victims of the January 12 earthquake	Was this objective met? <input type="checkbox"/> Y <input type="checkbox"/> N
Comments:	
Objective 2 To involve at-risk youth in productive activities	Was this objective met? <input type="checkbox"/> Y <input type="checkbox"/> N
Comments:	
Objective 3 To support GOH credibility within affected communities	Was this objective met? <input type="checkbox"/> Y <input type="checkbox"/> N
Comments:	

Beneficiaries (who are they?)	Actual #	Comments

***Impact in the Community***

How did the activity affect your community?

Please provide specific examples of these effects on individuals or groups of people in your community (quotes for beneficiaries, local government, etc.; stories about impact)

Are there follow-on activities planned?

***Organizational Impact***

How has this grant affected your organization?

What challenges did you face in implementing/participating in this activity?

What could DAI have done differently to improve implementation of this activity?

Extra space for further comments:

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

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

Awardee: \_\_\_\_\_

**ANNEX 30: MANDATORY STANDARD PROVISIONS US AND NON-US**

- Mandatory Standard Provisions for U.S.** Nongovernmental Grantees  
<http://www.usaid.gov/policy/ads/300/303maa.pdf>
  
- Mandatory Standard Provisions for Non-U.S.** Nongovernmental Grantees  
<http://www.usaid.gov/policy/ads/300/303mab.pdf>

**ANNEX 31: TECHNICAL REPORT EXAMPLE**

**Technical Report Sample**

\_\_\_\_\_ (name of the program) \_\_\_\_\_

Grant No: \_\_\_\_\_

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

Reporting Period: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Please record progress on any indicators that apply to your project.**

a) Result: xxxxxxxxxxxx

**Indicator:**

- xxxxxxxxxxxxxxxxxxxx

b) Result: yyyyyyyyyyyy

**Indicator:**

- yyyyyyyyyyyyyyyyyyyy

c) Result: zzzzzzzzzzzzzz

**Indicators:**

- zzzzzzzzz
- zizizizizi

Planned Activities For this Period	Anticipated Results of Those Activities	Actual Achievements to Date	Problems with Implementation/ Adjustments to Plan
1)			
2)			
3)			
4)			
5)			
6)			