

GRANTS PROGRAM MANUAL

under the management of the

USAID-funded Jordan Tourism Development Project - Siyaha

A handbook submitted in fulfillment
of the requirements under Task Order Number PCE-I-21-98-00015-00

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I. Introduction

A. General. This manual has been designed to minimize repetition of the considerable information and regulations that apply to each of the types of grants that will be awarded under Siyaha – Jordan Tourism Development Project (Siyaha). This introduction describes the general design of the manual. Next come the definitions of the terms commonly used in the manual and its various annexes, attachments, and appendices. The definitions are followed by Section A, the Grant Beneficiary Handbook, which is a standalone section that will be extracted and distributed to prospective applicants and to grant beneficiaries. The handbook contains all of the information a beneficiary will need to apply for a grant, enter into a grant agreement, manage a grant and close out a grant, including all of the guiding regulations related to those processes. Finally, Section B describes all of the internal processes that Siyaha will go through in soliciting grants, training prospective applicants and actual beneficiaries, disbursing advances (if advances are authorized) and payments, tracking grant statistics, and closing out grants.

B. Component Parts of the Manual. This Jordan Tourism Grants Program Manual describes the goals and implementation procedures that shall govern the solicitation, award, and management of the grants to be disbursed under Siyaha. As mentioned above, in addition to this introduction and the definitions that follow, this Manual is divided into two important sections as follows:

Section A - The Beneficiary Handbook. Using a question and answer format and a series of detailed annexes, attachments and appendices, the Handbook describes to prospective applicants and grant beneficiaries the procedures, processes, criteria and other requirements that Grant Applicants must follow in applying for grants as well the responsibilities of Beneficiaries in implementing the terms and conditions of any grant disbursed by Siyaha. This handbook is a “stand alone” document that will be distributed to all Grant Applicants and Beneficiaries to enhance their understanding of the grants program. However, it is integral to understanding the overall Manual since it contains significant sections of guidance and regulatory wording.

Annexes to Section A - Internal Siyaha Processes. This section describes the internal procedures, processes, criteria, and other requirements that the Siyaha will follow in the solicitation, award and management of the grants program, including but not limited to, descriptions of the interaction between the primary actors in the program – USAID, the Siyaha, Grant Applicants and Beneficiaries.

Section B – Grants Management and Administration. This section describes the internal procedures, processes, criteria, and other requirements that the Siyaha will follow in the solicitation, award, and management of the grants program.

Annexes to Section B – Grants Management and Administration. These appendices are forms that will be used in administering the grants program but may be amended as needed.

Appendices – Required Waivers and Certifications. These appendices are required waivers and certifications under USG rules and regulations.

C. Target Audiences. This Manual has been designed for use by the following groups:

USAID/Jordan, the ultimate authority for approval of this manual, should understand the Manual in its entirety to be fully aware of the approach that Siyaha will follow in implementing the grants program.

Siyaha Grants Management Team must also understand the Manual in its entirety in order to fully comprehend the expectations of USAID/Jordan for the grant program implementation, their respective roles in that implementation, and policies, procedures, and documentation which will govern that implementation.

Beneficiaries must fully understand Section A – the Beneficiary Handbook in order to the procedures, processes, criteria, and other requirements that Grant Applicants must follow in applying for grants as well the responsibilities of Beneficiaries in implementing the terms and conditions of any grant disbursed by Siyaha .

The policies and procedures contained in this Manual may be subject to change, with approval of USAID. Any questions regarding the policies and procedures should be directed to the Siyaha Grants Manager.

II. Illustrative Annual Program Statement for the Siyaha -Jordan Tourism Development Project

(This statement is subject to change prior to placement in the newspaper)

- Draft APS:

The new USAID-funded Siyaha - Jordan Tourism Development Project aims to promote Jordan's competitiveness as an international tourism destination by establishing the proper institutional and regulatory framework that enables a private sector-driven approach that spurs tourism growth while at the same time preserving the nation's historic and natural treasures. This will be achieved through the following components:

- *Component 1: Institutional and Sector Reform* aims at strengthening institutional reform, improving legal and regulatory reform, and augmenting the tourism sector's research capacity.
- *Component 2: Product and Site Development* focuses on developing competitive tourism destinations, and strengthening the marketing and management of tourist sites.
- *Component 3: Industry Competitiveness* aims at strengthening sustainable enterprise development and improving performance of business associations and increasing private sector investment.
- *Component 4: Human Resources and Sector Support* aims at developing human resources and quality assurance and building awareness in Jordan.
- *Component 5: Program Support* provides cross-cutting support related to grants, gender mainstreaming, environmental compliance, and training.

Jordan Tourism Development Project is currently accepting concept papers for activities to be funded under its grants program between November 1, 2005, and April 30, 2008. The grants should support activities and programs that complement existing Jordan Tourism activities and help achieve the program's results that include:

- Strengthened key national tourism institutions and sector governance
- Improved legal and regulatory framework for tourism
- Private-sector model for managing public assets adopted
- Implementation of demonstration projects that enhance visitor experience
- Private sector and community participation in tourist site management, attractions and services.
- Improved marketing of niche products for tourism
- Strengthened and sustainable tourism enterprises
- Improved trade associations performance in tourism sector
- Increased private sector investment in tourism related projects
- Expanded pool of qualified human resources in tourism sector
- Improved quality of tourism products
- Increased public awareness for tourism
- Improved decision making at national and industry level for tourism needs

Proposed Grant activities may include, but are not limited to:

- (1) Tourism-focused environmental infrastructure with a demonstration value, i.e., clean energy systems, facilities for on-site treatment of sewage and solid waste material, educational and eco-friendly hiking trails, etc.;
- (2) Technical assistance and training for members of targeted communities, employees of tourism companies, and entrepreneurs involved in the plan (on issues including business management, accounting, handicrafts, etc.); business associations that are eligible must have voluntary membership,
- (3) Improved public-private policy dialogue and collaboration
- (4) Strengthened national tourism institutional capacity
- (5) Promotion of the project's tourism products
- (6) Environmental, cultural, and archaeological studies as necessary, to enhance the aim of the program.

Support will be provided to non-governmental organizations, associations, and businesses whose proposed activities meet Jordan Tourism's eligibility and evaluation criteria, as well as contribute to project results. These activities will consist primarily of cost-share ventures with Jordan Tourism project collaborators implementing innovative programs. Grant funds may be used to pay a portion of the local expenses related to activities in the following categories:

- Technical assistance services and training
- Research and feasibility studies tied to specific outputs
- Seminars, workshops and training courses, including trainers, course materials, site costs, etc
- Equipment purchases
- Any other allowable direct costs as may be approved by Jordan Tourism Development Project.

Eligible Applicants can submit a two-page concept paper to the Jordan Tourism Development Grants Manager containing the following information:

- The purpose of the organization and the proposed program;
- The objective of the organization and the proposed program;
- A general description of who will benefit from the proposed program and the proposed impact on them (including number of men and women and what part of Jordan they are from);
- A description of who and how the program will be implemented as an integral part of the applicant's Implementation Plan;
- An estimate of the total amount of Grants Program funding which would be required to implement the program; Elements of applicant's contribution, in cash and in kind.

Concept papers should be submitted *prior* to submitting a full grant application. Applicants whose concept papers are accepted will then be invited to submit a formal application.

Applications will be evaluated and reviewed according to the following criteria:

(To qualify for consideration, applicants must meet mandatory criteria 1-5.)

1. Is the purpose of the activity specified in the application consistent with USAID/Jordan SO and Jordan Tourism objectives?
2. Is the Applicant an eligible organization as defined in the Jordan Tourism Grants Manual?
3. Does the proposed Beneficiary have the organizational capability to successfully implement the activity specified in the application?
4. Does the proposed Beneficiary have the financial accounting system to adequately account (as per USAID regulations) for the funds that would be provided via the award?
5. Is the proposed Beneficiary contributing to the overall activity cost in cash or in kind?
6. Has the Applicant filled the Environmental checklist?

If the applicant meets the above criteria for consideration, the application will be scored according to the supplementary criteria 6-11.

7. Does the activity have a realistic and well thought out implementation plan with clearly defined objectives, expected results, and quantifiable target/benchmarks? (30 Pts)
8. Is the activity budget realistic and in line with costs for similar programs in Jordan? (20 Pts)
9. Is the proposed beneficiary contributing to the overall activity cost in cash or in kind, or using other methods to leverage resources? Is the proposed cost share appropriate to the proposed beneficiary's financial capacity? Cost share is required. (10 Pts)
10. Does the activity address issues of sustainability and replicability? (30 Pts)
11. Does the proposed activity target beneficiaries primarily involved with tourism? (10 Pts)

The maximum total is 100 points. Applicants must receive a minimum overall score of 75 points total, as well as achieve a minimum of 50% under each individual supplementary criterion to be considered for funding support. A score of 75 or greater does not guarantee an award.

The Jordan Tourism Development Project is authorized in accordance with the U.S. Foreign Assistance Act and USAID under task order # PCE-I-21-98-00015-00. Awards will be administered in accordance with provisions contained in ADS, Section 302.5.6, "Grants Under Contracts," ADS Chapter 303, "Grants and Cooperative Agreements to Non-Governmental Organizations," and/or within the terms of the USAID Standard Provisions applicable to Non-U.S. Non-Governmental Recipients. Information on these provisions can be accessed through the USAID external website at www.info.usaid.gov "Business & Procurement" section or by contacting the Jordan Tourism Grants Manager. All awards will be made in Jordanian Dinars.

Concept papers shall be submitted by e-mail to grants@jtour.org or by mail to the Jordan Tourism Grants Manager at:

Grants Manager
Jordan Tourism Development Project
grants@jtour.org
Tel: 962-6-550-3050
Fax: 962-2-550-3068

Please include the name of the person in your organization who will be the organizational liaison and empowered to manage the grant on behalf of your organization with the application as well as your telephone number. Applications will be reviewed as they are received. Instruction Manuals with detailed information on how to apply for funding are available through the Jordan Tourism Development Project office at the above address. *The Jordan Tourism Development Project and USAID/Jordan reserve the right to fund any or none of the applications submitted.*

III. Definitions

Siyaha (hereinafter referred to as “SIYAHA”, “SIYAHA”, or “SIYAHA”). A three-year activity funded by the United States Agency for International Development and implemented by Chemonics International, Inc. and a consortium of subcontractors under Contract No. PCE-I-21-98-00015-00.

Agent (hereinafter referred to as “Agent”). The individual authorized to sign grant agreements. The agent signing on behalf of a Beneficiary shall be hereinafter referred to as “Beneficiary’s Agent”. The agent signing on behalf of International, Inc. and Siyaha shall be hereinafter referred to as the “Siyaha’s Agent”.

Annual Program Statement (hereinafter referred to as “APS”). The APS is the official advertisement of a grant program’s opportunities to the community. Each year an updated APS should be advertised in the local newspapers and on the project website.

Benchmarks (hereinafter referred to as “Benchmarks” or “Milestones”). The key programmatic and financial targets that must be met to qualify for initial or subsequent tranche disbursements of funds for FOG grants. This method of measurement is also used under program development grants.

Beneficiary (hereinafter referred to as the “Beneficiary”). Any organization that is awarded funding under a grant agreement.

Business Plan (hereinafter referred to as “Business Plan”). The Business Plan is the proposed activity to be funded by the grant. It is one small part of the larger long-range strategic plan of a beneficiary.

Chemonics International, Inc. (hereinafter referred to as “Chemonics”). The Washington, DC-based prime contractor for the implementation as per Contract No. PCE-I-21-98-00015-00 between USAID and Chemonics International Inc. Chemonics the legal principal for the purposes of any grant agreement signed as per this Manual.

Chief of Party (hereinafter referred to as “COP”). The COP, also know as the Siyaha’s Director, is the legal representative of Chemonics in Jordan and the authorized signatory for Chemonics as Siyaha’s Agent with respect to any grant agreement signed as per this Manual. The COP shall also serve on the Grants Evaluation Committee and may designate another person to serve in that capacity if he/she cannot do so.

Cognizant Technical Officer (hereinafter referred to as “CTO”). The CTO is the employee of USAID/Jordan responsible for oversight of Siyaha. CTO approval is required on all grants. The CTO will also receive any quarterly reports provided by the Grants Manager detailing grants awarded, amounts disbursed and current overall grant status.

Component Advisor(s) (hereinafter referred to “Advisor” or “Advisors”). The Advisors are a working team internal to Siyaha who perform a technical review of grant applications and who thereafter may recommend such applications to the Grant Evaluation Committee for approval. There are normally two Component Advisors, one of which may be a Component Leader.

Component Leader (hereinafter referred to as the “Component Leader”). A Component Leader manages one of the four initiatives or components of Siyaha. The Component Leader will be the contact person for the Applicant/Beneficiary within Siyaha for technical aspects of applications and for Beneficiary performance in grant implementation once a grant has been awarded. The Component Leaders will work closely with the Grants Manager to ensure full compliance with all applicable regulations and optimal performance of Beneficiaries in implementing grants.

Fixed Obligation Grants (hereinafter referred to as “FOG Grant(s)”). A FOG Grant is a grant defined in ADS E303.5.15b as having a term of up to 360 days, a grant amount of up to the Jordanian Dinar equivalent of US\$200,000 (under Jordan Tourism), and allows “for very specific program elements without a

requirement for Federal monitoring of actual costs subsequently incurred. It is intended for use to support specific projects where there is a certainty about the cost, and in which the accomplishment of the purpose or milestone in the grant are readily discernible, such as conferences and supplies.” FOG grant funding may also be used to cover the cost of programmatic milestones. FOG grants are more fully discussed in Section A, paragraph D.5. and in Annex A-2 and Annex A-6 of Section A, the *Grant Beneficiary Handbook*.

Grant Agreement (hereinafter variously referred to as the “Agreement” and/or the “Grant Agreement”). The legal agreement that governs the purpose, permissible use and allocation of funds awarded to any Beneficiary as a grant under this Manual and also defines the role and responsibilities of the Beneficiary with respect to such grant.

Grant Completion Report. A Grant Completion Report is a full report of the activities and dispositions of funds under a grant. The precise content varies by grant type.

Grants Evaluation Committee (hereinafter referred to as the “Evaluation Committee” or simply the “GEC”). The Grants Evaluation Committee shall be made up of three voting members (the COP, the Grants Manager, and a third member of the Siyaha professional staff) and one non-voting member from USAID, usually the Cognizant Technical Officer. The Grant Evaluation Committee shall meet to consider all grant applications for approval and shall approve for funding those applications that meet the evaluation criteria as specified in this Manual.

Grant Applicant (hereinafter referred to as the “Applicant”). An eligible organization applying for funding under the grant in accordance with this Manual.

Grant Application (hereinafter referred to as the “Application”). A written document in form and substance conforming to the requirements of this Manual, and outlining in detail the procurement or program being proposed by an Applicant for funding under a grant.

Mini-Grant (hereinafter referred to as “Mini-Grant(s)”). A Mini-Grant is a sub-category of Small Grant that does not exceed the Jordanian Dinar equivalent of US\$25,000. Mini-Grants require the approval of only the USAID/Jordan CTO. Mini-Grants may be used to support one-time, single activities or projects that positively impact the Beneficiary’s, or the Beneficiary’s members’ interests, and are more fully described in Section B, the *Grant Beneficiary Handbook*, sub-paragraph D.7. entitled *What is a Mini-Grant?*

Grants Manager (hereinafter referred to as the “Grants Manager”). The Siyaha employee responsible for overseeing compliance with this manual and all regulations related to grants, both by Siyaha and by the Applicants for, and Beneficiaries of, grants. The Grants Manager reports directly to the COP, but will work closely with the Component Leaders and staffs of the various initiatives of Siyaha .

Program Development Grant (hereinafter referred to as “PD Grants” or “PDGs”). A Program Development Grant is a grant defined in ADS as a standard or large grant. PD Grants may have a term of up to two years and nine months, and may range in size up to the Jordanian Dinar equivalent of US\$200,000. PDGs are used for supporting activities that are integral to the Beneficiary’s long-range strategic plan (overall long-range plan for beneficiary’s organization), including but not limited to improvement of services to members and public-private sector partnerships, and are more fully described in Section B, the *Grant Beneficiary Handbook*, sub-paragraph D.8. entitled *What is a Program Development Grant?* The proposed program must become sustainable over the life of the funding registered in the Application.

Regional Contracting Officer (hereinafter referred to as the “RCO”). The RCO is a senior USAID employee authorized to sign contracts on behalf of USAID/Jordan. The RCO is the employee of USAID/Jordan responsible for the contractual oversight of the Siyaha. The RCO approves all large grants where advances are provided or small grants which require deviations. RCO consent is not required for modifications.

Small Grant (hereinafter referred to as “Small Grant(s)”). A Small Grant is a grant defined in ADS 303.5.15 as a grant amount of up to the Jordanian Dinar equivalent of US\$100,000. A sub-category of Small Grants

called Mini-Grants has been created to allow more expeditious processing of applications. Mini-Grants and Small Grants require the approval of the USAID/Jordan CTO and in approving a Small Grant, the CO may approve international travel and equipment with a useable life of greater than one year and a cost of greater than \$5,000 as allowable costs if we request a formal deviation. These are the chief distinction between Small Grants and their sub-category called Mini-Grants. Small Grants are fully described in Section B, the *Grant Beneficiary Handbook*, sub-paragraph D.6. entitled *What is a Small Grant?*

Strategic Plan. The document submitted as part of any Applicant's Program Development Grant Application that specifies the Applicant's goals, objectives, specific multi-year organizational development program for grant funds, and the detailed budget for that program.

United States Agency for International Development (hereinafter referred to as "USAID" or "USAID/Jordan"). The Mission of the United States Agency for International Development in Jordan, the primary client of Chemonics for implementation of Siyaha , the agency that funds Siyaha and the agency that approves the form and substance of this Manual.

QUESTIONS AND ANSWERS

A. THIS HANDBOOK

1. What is the purpose of this Handbook?
2. What audiences is the Handbook intended for?
3. Are there special guidelines grant beneficiaries must adhere to?
4. Will questions be answered about the guidelines in this Handbook?
5. Where should beneficiary organizations direct their questions?

B. THE SIYAHA

1. What is the Siyaha?

C. SIYAHA'S GRANT PROGRAM

D. GRANTS AND GRANT TYPES

1. What is a grant?
2. What is the purpose of Siyaha's grants program?
3. What are the goals of the Program?
4. What types of grants are the available from the Siyaha?
5. What is a fixed obligation grant?
6. What is a small grant?
7. What is a mini-grant?
8. What is a program development grant?

E. ELIGIBILITY FOR GRANTS

1. What organizations are eligible to apply for a grant?
2. Who is not eligible for grants under the Siyaha?
3. How does my organization demonstrate that it is eligible for a grant under the Siyaha?

F. APPLYING FOR A GRANT

1. How do I apply for a grant?
2. What is the required format for submitting a grant application?
 - Format for applications for small and mini-grants and fixed obligation grants.
 - Format for applications for program development grants.

G. CONCEPT PAPERS

1. What if my organization has an idea for a grant, but wants to explore that idea in advance of investing the time and money that may be involved with submitting a full application?
2. If my organization submits a concept paper, how will it learn if the concept is acceptable to the Siyaha?

H. EVALUATION OF APPLICATIONS

1. How will my full grant application be evaluated?
2. How will I know if my grant application is approved or rejected?

I. GRANT AGREEMENTS AND RESPONSIBILITIES UNDER THEM

1. What is a grant agreement?
2. What are my responsibilities if my organization is awarded a grant?

J. GRANTS MANAGEMENT AND ADMINISTRATION

1. What can my organization spend grant funds on?
2. What types of costs are not allowable under any grant type?
3. What reporting requirements do I have if I am awarded a grant?
4. Will the Siyaha fully fund my organizations Business Plan?

IV. GRANT BENEFICIARY HANDBOOK

A. THIS HANDBOOK

1. **What is the purpose of this Handbook?** The purpose of this Handbook is to inform prospective Siyaha grant beneficiaries on all aspects of applying for, managing and reporting on grants that may be awarded under the USAID-funded Siyaha. All aspects of the grants program are described herein, including the eligibility criteria for eligible organizations, the process and format for applying for a grant, the criteria for evaluating grants for award, the responsibilities of grant beneficiaries, and the processes and other requirements for managing and reporting on grants.

This manual is a collection of resources designed to help beneficiary's fund management staff work efficiently. The objectives of this manual are to ensure the following:

- that approved budgets by line-item category are not oversubscribed;
- that all property and equipment purchased with funds disbursed under this Agreement are properly procured, identified and accounted for;
- the correct completion of the Advance Request Forms (if advances are authorized);
- the correct completion of financial and other reports submitted to the Siyaha.

This Handbook has been prepared to introduce beneficiaries of the grants to administrative requirements implicit in receiving USAID grant funds. It has been prepared for use by administrative and managerial staff of beneficiary's organization. The Handbook will review recommended financial management and administrative practices including internal control procedures.

This handbook outlines the process for designing, selecting, and disbursing the grants. The handbook includes detailed criteria for selecting grant recipients. These criteria include the following principles and reference the appropriate page:

- Requirements for proposal submissions, including length, font, budget, budget narrative, capacity statements, past performance, and diversification of funding percentages **Page 16, and Annex A-2, A-3**
- Transparent rules and regulations for proposal review and guidelines for formation of the small grant committee **Page 7, and Annexes A-5a, A-5,b**
- Standardize selection criteria, based on a point distribution, that looks at the capacity of the Applicant Organization to carry out the terms of the proposal, as well as assesses the activities on a merit basis **Annex A-5a, and 5b**
- Monitoring and evaluation plans **Appendix 9**
- Financial and programmatic reporting requirements **Annexes A-6a, 6b, 6c, and Section B**
- All waivers and certifications, as required under USG rules and regulations **Appendices 11 – 17**
- Financial management and oversight mechanisms for grant administration **Section B**
- Appropriate deadlines for grant submissions, review, notification, and award of the grant **Appendix 10**
- Guidance for grants to be closed, including final financial and programmatic reports **Annexes A-6a, 6b, 6c, and Section B**
- Established procedures for dealing with a grantee found to be in default of grant provisions **Page 50**

2. **What audiences is this Handbook intended for?** This Handbook is intended for use by any prospective beneficiary of a grant awarded by the Siyaha.
3. **Are there special guidelines grant beneficiaries must adhere to?** This manual is intended to provide guidelines on financial and administrative control required for the grants awarded under this agreement, and will serve as an Attachment to the Grant Agreement signed between the Siyaha and the beneficiary. Budget and costs accounting are essential tools for monitoring the grants fund activities. Each beneficiary must comply with the provisions included in this Handbook and presented during the below mentioned workshops. During course of the grant, Siyaha may verify an individual beneficiary's compliance through written questionnaires, site visits, independent audits, or by other means. Beneficiaries who do not comply with provisions may have their grants terminated and be required to return any grant funds found to be disallowable.

4. **Will questions be answered about the guidelines in this handbook?** Because USAID is the source of funds under the Siyaha grants program, there are strict requirements attached to the solicitation and management of these funds. Every effort will be made by the Siyaha to ensure that prospective grant applicants and beneficiaries fully understand the requirements included in this Handbook. Prior to the submission of applications, a Grant Solicitation Workshop may be held to discuss the grants program and to answer questions about grant applications and grants management. In addition, following the award of any large grants, a Beneficiary Orientation Workshop will be organized to provide new Beneficiaries with training of the management of USAID-funded grants. Also, the Jordan Tourism accountant will support the grantee's accountant as needed to ensure all documentation is clear and provided. In addition, the staff of Siyaha is available during regular business hours, and at other times by appointment, to answer any questions of an administrative or programmatic nature that may come up. Siyaha is committed to work with each Beneficiary to ensure the success of the Program.
5. **Where should beneficiary organizations direct their questions?** This Grant Beneficiary Handbook has been designed to inform prospective Siyaha grant applicants on all aspects of applying for, managing and reporting on grants that may be awarded under the USAID-funded Siyaha. All aspects of the grants program are described herein, including the eligibility criteria for organizations, the process and format for applying for a grant, the criteria for evaluating grants for award, the responsibilities of grant beneficiaries, and the processes and other requirements for managing and reporting on grants. If you have any questions related to the Siyaha Grants program or this Grant Beneficiary Handbook, please contact:

Grants Manager
Siyaha
grants@jtour.org
Tel: 962-6-550-3050
Fax: 962-2-550-3068

You may also contact the Siyaha component leader involved with your organization.

B. THE SIYAHA

What is the Siyaha? The Siyaha is a three-year economic opportunities Program funded by the United States Agency for International Development (USAID). The broad purpose of the Siyaha is to develop and broaden the dynamic, private sector-led, sustainable tourism economy consistent with the country's culture of hospitality. The Siyaha does this through five initiatives. The below information is illustrative of the areas of work.

It is comprised of these components:

- *Component 1: Institutional and Sector Reform.* This component entails three groups of activities aimed at: (a) strengthening institutional reform, (b) improving legal and regulatory reform, and (c) augmenting the tourism sector's research capacity.
- *Component 2: Product and Site Development.* This component focuses on developing competitive tourism destinations, and strengthening the marketing and management of tourist sites.
- *Component 3: Industry Competitiveness.* This component entails two groups of activities aimed at: (a) boosting association and enterprise development and (b) integrating innovative financial services and increasing private sector investment.
- *Component 4: Human Resources and Sector Support.* This component consists of two sets of activities aimed at: (a) developing human resources and quality assurance and (b) building awareness in Jordan.
- *Component 5: Program Support.* This component provides cross-cutting support related to: (a) grants, (b) gender mainstreaming, (c) environmental compliance, and (d) training.

C. JORDAN TOURISM GRANT PROGRAM

USAID/Jordan, as part of its Strategic Objective toward “Improved Economic Opportunities for Jordanians” (SO10), has been active in several different aspects of Jordan’s tourism industry as part of its plan to deepen private sector growth.

USAID/Jordan’s Office of Economic Opportunities carries out monitoring and evaluation of its current portfolio through a series of 12 indicators. Of those 12, there are several that the tourism program would fold into as a matter of course, namely:

- Growth in formal sector employment
- Level of foreign investment
- Global Competitiveness Index ranking
- Number of new companies registered
- Level of foreign direct and domestic investment facilitated by the Jordan Investment Board (JIB)
- Status of sectoral reform monitored vis-à-vis pre- and post assessments
- Business associations’ and business leaders’ perceptions of government transparency, efficiency and responsiveness to the private sector
- Business associations’ and business leaders’ perceptions of legal and regulatory advancements in support of private sector growth.

The grants component of Siyaha will be a key element in the ultimate achievement of these USAID intermediate results. However, the Jordan Tourism Development Program (SIYAHA) itself has its own objectives and intermediate results. All grants must directly lead to meeting SIYAHA’s objectives and results (please see D3 below).

D. GRANTS AND GRANT TYPES

1. **What is a grant?** A grant is a funding mechanism whereby funds are provided to eligible organizations to carry out activities that are consistent with the objectives of the Siyaha and of its components. Grant funds do not have to be paid back to the Siyaha if the funds are properly used to implement the program for which the funds were provided in a manner fully consistent with this Handbook.
2. **What is the purpose of Jordan Tourism grants program?** The Grants Program is one of the mechanisms that will be used to achieve SIYAHA’s objectives. These funds are to be used for grants to entities that provide support to non-governmental organizations, business associations, professional organizations, and universities, training institutions, and consulting firms that implement programs contributing to SIYAHA’s goals and results. The Grants Program is to become an important resource for stimulating innovation, sector growth and strengthening institutions.
3. **What are the goals of the program?** The goals of the Grants Program are to show measurable impact in terms of their contributions to one or more of SIYAHA’s results. The Jordan Tourism Program (SIYAHA) supports USAID’s Strategic Objective 10: Improved Economic Opportunities for Jordanians. The goal of the SIYAHA is to promote Jordan’s competitiveness as an international tourism destination by establishing the proper institutional and regulatory framework that enables private sector-driven investment and development, and stimulates tourism growth while preserving national tourism assets and the overall environment. The program will also design a robust financial framework to encourage private investment, catalyze the development of comprehensive products and services across the value-chain, and increase awareness among Jordanians about the importance of the sector in the economy, and position the industry as the employer of choice. The objectives of the program are two-fold:
 - a) Ensure institutions and policies are in place that will facilitate the implementation and embedding of the National Tourism Strategy
 - b) Promote sustainable tourism projects, which involve private-sector resources and participation by local communities, local and international NGOs, and business associations, among others, that serve as replicable models of sustainability and best practices.

The above is based on supporting activities across the tourism value chain in order to create an efficient and high-yielding tourism economy. The collective implementation of these activities will lead to economic growth by:

- Protecting Jordan’s heritage and archaeology and promote its value and significance to the world
- Lengthening the stay of tourists among a more diverse set of destinations, attractions, and events
- Facilitating the development of specific products targeted to niche markets
- Facilitating the phasing in of marketing, branding, and positioning of products based on supply-side capacities and product readiness
- Enabling Jordan’s tourism sector to provide a total destination experience for all visitors
- Contributing to a more enabling institutional and policy environment for the growth of tourism

All activities must be implemented by adherence to the following guiding principles:

- Conservation and preservation of the archaeological assets and the environment
- Increasing tourism-related employment in Jordan
- Expanding women participation in the economy, and in the tourism sector in specific
- Spurring the growth of tourism-based SMEs
- Expanding investment in the tourism sector
- Maximizing economic growth outside Amman
- Maximizing local community participation in and benefits from tourism
- Achieving synergies with other donor-supported activities
- Mobilizing non-USAID resources to expand project impacts
- Achieving sustainability

4. **What types of grants are the available from the Siyaha?** There are four basic types of grants available from the Siyaha. All require approval from the Siyaha and USAID’s CTO. They differ from each other by their type of purpose, size, duration, payment method, and other aspects. The four types of grants that may be awarded under the Siyaha include:

- Mini-Grants
- Small Grants
- Fixed Obligation Grants
- Program Development Grants

5. **What is a small grant?** A Small Grant has the following specifications:

- *Maximum grant period:* 360 days
- *Maximum grant amount:* not to exceed the JD equivalent of US\$100,000. Note that Mini-Grants, a sub-category of Small Grant discussed below, are limited to the Dinar equivalent of US\$25,000.
- *Allowable purpose:* Beneficiary activities which are consistent with both Beneficiary and Siyaha objectives but which are not necessarily part of a Strategic Plan (overall long-range plan for beneficiary’s organization). These activities will tend to be one-off, stand alone activities.
- *Other specifications:* The award of a Small Grants will not necessarily preclude the beneficiary from also receiving other grant types.
- *Allowable costs:* These include, but are not limited to:
 - seminars, workshops, conferences and other events;
 - technical assistance services;
 - training courses, including the cost trainers, course materials, site costs, etc.;
 - Publications and publication related costs such as layout, printing, distribution, etc.
- *Costs that are not allowable:* indirect beneficiary costs
- (Special costs such as international travel and commodities with a life of more than one year and value greater than \$5000 are allowable with the agreement officer’s approval.)
- *Approval Required:* Approval by USAID CTO
- *Application type:* Short form application described in Annex A-2
- *Payment type:* Reimbursement of allowable expenses supported by bona fide receipts from beneficiary

6. **What is a mini-grant?** A Mini-Grant is a special category of small grant which has the following specifications:

- *Maximum grant period:* 90 days
- *Maximum grant amount:* not to exceed the JD equivalent of US\$25,000.

- *Allowable purpose:* Beneficiary activities which are consistent with both beneficiary and Siyaha objectives but which are not necessarily part of a Strategic Plan (overall long-range plan for beneficiary's organization). These activities will tend to be one-off, stand alone activities.
 - *Other specifications:* The award of Mini-Grants will not necessarily preclude the Beneficiary from also receiving other grant types.
 - *Allowable costs:* Allowable costs include, but are not limited to:
 - seminars, workshops, conferences and other events;
 - technical assistance services;
 - training courses, including the cost of trainers, course materials, site costs, etc.;
 - publications and publication related costs such as layout, printing, distribution, etc.
 - *Costs that are not allowable:* These costs include the following:
 - international travel,
 - commodities having a life of greater than one year and a cost of greater than \$5,000
 - indirect beneficiary costs
 - (Special costs such as international travel and commodities with a life of more than one year and value greater than \$5000 are allowable with the agreement officer's approval.)
 - *Approval Required:* Approval by USAID CTO
 - *Application type:* Short form application described in Annex A-2
 - *Payment type:* Reimbursement of allowable expenses supported by bona fide receipts from beneficiary
7. **What is a fixed obligation grant?** Fixed Obligation Grants, also known as FOG Grants, have the following specifications:
- *Maximum grant period:* 360 days
 - *Maximum grant amount (in accordance with regulations):* not to exceed the JD equivalent of US\$200,000
 - *Allowable purpose:* Beneficiary activities which are consistent with both beneficiary and Siyaha objectives.
 - *Other specifications:* A Fixed Obligation Grant schedule of disbursements must be associated with one or more very specific program benchmarks where there is a certainty about the cost of achieving the each benchmarks cost and where accomplishment each benchmarks by the Beneficiary is readily discernible in fact and in time. The schedule of disbursements reflects both the timing and the amount of beneficiary payments for the accomplishment of each benchmark, and it is therefore essential that the Grants Evaluation Committee be satisfied that there is sufficient cost history to negotiate the schedule of disbursements.
 - *Allowable costs:* Subject to the generally unallowable costs specified in subsection D.8. below, there is no requirement for monitoring of types and magnitudes of the costs of the actual costs of achieving the benchmarks.
 - *Approval Required:* Approval by USAID Cognizant Technical Officer (CTO) which is dependent upon:
 - The ability to easily identify and quantify programmatic accomplishments or results in establishing grant benchmarks;
 - Limited risk that there will be changes to the program; and
 - Adequate cost (historical or unit pricing) available to determine and negotiate the schedule of disbursements.
 - *Application type:* Full application as described in Annex A-2
 - *Payment type:* Payment made to beneficiary after presentation of accomplishment of milestones
8. **What is a program development grant?** Program Development Grants have the following specifications:
- *Maximum grant period:* Two years and nine months
 - *Maximum grant amount (in accordance with the regulations):* not to exceed the JD equivalent of US\$200,000
 - *Allowable purpose:* Beneficiary activities which are consistent with both beneficiary and Siyaha objectives, particularly with respect to organizational and program development, policy analysis and advocacy, and membership services development for sustainability. Beneficiary activities must be an integral part of a Beneficiary's long range Strategic Plan.

- *Other specifications:* The proposed program must become sustainable over the life of the funding registered in the Application. A Program Development Grant award will not necessarily preclude the beneficiary from also receiving other grant types..
- *Allowable costs:* These include, but are not limited to:
 - seminars, workshops, conferences and other events put on by the Beneficiary;
 - technical assistance services;
 - training courses, including trainers, course materials, site costs, etc.;
 - publications such as layout, printing, distribution, etc.;
 - commodities such as computer equipment, software, audiovisual equipment, etc.;
 - indirect costs of the beneficiary, and,
 - international travel and related expenses
- *Costs that are not allowable:* The following costs are not allowable, reimbursable costs under Program Development Grants:
 - any Beneficiary expenses that are not directly linked to, or integral to achievement of, the Beneficiaries proposed long-range Strategic Plan (overall long-range plan for beneficiary’s organization).
- *Approval Required:* Approval by USAID CTO and RCO
- *Application type:* Full application as described in Annex A-3
- *Payment type:* Funds advanced and subsequently liquidated against allowable expenses supported by bona fide receipts from beneficiary

	Type	USAID Approvals	Maximum Duration	Maximum Amount	Documentation Required	Payment Type
Grants	Mini	CTO Approval	90 Days	Up to \$25,000	Final Report	Expense Report/ Reimbursement
	Small	CTO (and RCO if equipment or International Travel)	Up to 1 Year	up to \$100,000	Final Report	Expense Report/ Reimbursement
	Fixed Obligation	CTO Approval	Up to 1 Year	up to \$200,000	Deliverables	Fixed Payments based on Deliverables
	Program Development	CTO and RCO Approval	Up to 2 Years	up to \$200,000	Quarterly and Final Report	Advance/ Liquidation

E. ELIGIBILITY FOR GRANTS

1. **What organizations are eligible to apply for a grant?** To be eligible for funding under a Grant Agreement, the Beneficiary organization must have one of the following two legal statuses:
 - Private or public shareholding company, whether for-profit or not-for-profit, that have company objectives that are consistent with the broad objectives of Siyaha and the specific objectives of the Siyaha component recommending the grant for approval, or
 - Non-Government Organizations (NGOs), professional organizations, research institutions, and other institutions that have organizational objectives that are consistent with the broad objectives of Siyaha and the specific objectives of the Siyaha component recommending the grant for approval.

2. **Who is not eligible for grants under the Siyaha?** Individuals, political organizations, foreign owned and government institutions and religious groups are not eligible for grants under Siyaha. (However, US NGO's may apply for grant funds in accordance with the US government regulations not to exceed \$25,000). Also ineligible are private firms and non-governmental organizations whose objectives are not consistent with the broad objectives of Siyaha and/or with the specific objectives of the Siyaha component that would be recommending the grant for approval.

3. **How does my organization demonstrate that it is eligible for a grant under the Siyaha?** All applications for grants under the Siyaha must be submitted in a specific format. Any application submitted in any other format is not eligible for evaluation under the grants program and will be returned to the submitting organization. The acceptable format includes, but is not limited to, a cover letter and other supporting documentation (board resolution, articles of incorporation, etc) as may be necessary to clearly demonstrate that it meets the following conditions precedent to Application Evaluation:
 - that the beneficiary organization is an eligible organization legally constituted under Jordanian law with a legal status as described in paragraph E.1. above or is in the process of obtaining such legal status through formal registration;
 - that the beneficiary organization has the managerial commitment, as evidenced by written board of directors resolutions, strategic plans (overall long-range plan for beneficiary's organization) or other documentation, indicating that it is, or will be, implementing the objectives referred to in paragraph D.2. above;
 - that the beneficiary organization has received a copy of the attached Grant Beneficiary Handbook and that the Applicant's management has read and understood its contents;
 - that the beneficiary organization has not received any funding from Siyaha for the preparation of its Application;
 - that the beneficiary organization has no advances from USAID or a USAID contractor which have been outstanding and unliquidated for longer than 90 days, and that the beneficiary organization has no grant completion report required under a grant from USAID or a USAID contractor which is more than 30 days past due.
 - that at the time of application there exists no condition within the Beneficiary organization or with respect to the beneficiary organization's management which renders the organization ineligible for a grant directly or indirectly funded by USAID.
 - that the proposed life-of-program funding in the application does not exceed the JD equivalent as specified by each grant type.
 - that the proposed period of funding requested in the application does not exceed the maximum life of the grant type applied for, not longer than an end date of April 2008.

F. REQUIREMENTS FOR A PROPOSAL SUBMISSION

1. How do I apply for a grant?

Your organization may apply for a grant by submitting a concept paper in the format required in this Handbook., or by submitting a grant directly. **All grants must be submitted in electronic form to grants@jtour.org.** Applicants are encouraged *not* to submit grant applications before first submitting a concept paper.

a) *Concept Papers*

Eligible Applicants should first submit a two-page concept paper in 11 point font to the grants@jtour.org containing the following information:

- The purpose and objectives of the organization and the proposed program;
- A general description of who will benefit from the proposed program and the proposed impact on them
- A description of who will manage the implementation and on what timeframe the program will be implemented as an integral part of the applicant's Implementation Plan;
- An estimate of the total amount of program funding which would be required to implement the program;
- Elements of applicant's contribution, in cash and in kind as well as any other sponsors involved.

b) *Grant Applications*

Following SIYAHA's receipt of Concept Papers, a response will be sent within 14 days. If the response requests a full grant application, you may submit one then.

2. **What is the required format for submitting a grant application?** The precise format for submission of a grant application depends on the type of grant. Only applications conforming to one of the following formats will be acceptable for evaluation by the Siyaha. All grant applications must be in electronic copy, and one requested three hard copies.

- **Format for applications for Small, Mini-grants, and Fixed Obligation Grants.**

- *Cover letter.* A cover letter and attached documentation evidencing compliance with the preconditions specified in paragraph E.3. above is required to conform to the Application format for Small and Mini-Grants.
- *Full application.* The required contents for a full application to conform to the Application format for Small, Mini- Grants, and fixed obligation grants are specified in Annex A-2.

- **Format for applications for Program Development Grants.**

- *Cover letter.* A cover letter and attached documentation evidencing compliance with the preconditions specified in paragraph E.3. above is required to conform to the Application format for Program Development Grants.
- *Full application.* The required contents for a full application to conform to the Application format for Program Development Grants are specified in Annex A-3.

G. CONCEPT PAPERS

1. **What if my organization has an idea for a grant, but wants to explore that idea in advance of investing the time and money that may be involved with submitting a full application?** For all grants, a prospective Beneficiary may submit a concept paper describing the program concept that it is considering seeking grant funding for. Requests to submit applications following review of concept papers is not necessarily an indication of likelihood of grant award.

2. **If my organization submits a concept paper, how will it learn if the concept is acceptable to the Siyaha?** The Siyaha will write your organization a letter indicating if your concept is acceptable or not within two weeks. If the concept is acceptable, the same letter will request that you submit a full application in the format described in this Handbook. If the concept is not acceptable, the same letter will indicate why the concept is not acceptable.

H. RULES AND REGULATIONS FOR PROPOSAL REVIEW

1. **How will my full grant application be evaluated?** If you submit an application that is in the proper format as indicated above, the Siyaha Component Leader responsible for your organization will be in touch with you to discuss the Application and to ask clarifying questions, if any. Once the Component Leader is fully satisfied that he/she has all the information required to evaluate your organization's Application, he/she will, along with one other member of the component, score your organization's Application as follows:
 - For Program Development Grants, see Annex A-4a. However, in summary, an application scoring 75 points or better on the criteria listed, it will be recommended to a Grants Evaluation Committee (GEC) for approval. Applications scoring 74 points or less will not be recommended for approval.
 - For Small, Mini-Grants, and Fixed Obligation Grants, see Annex A-4b. However, in summary, an application scoring "yes" on all seven of the criteria listed, will be recommended to a Grants Evaluation Committee (GEC) for approval. Applications NOT scoring "yes" on all six of the criteria listed will not be recommended for approval.

During the technical evaluation process, there may be one or more rounds of questions by the evaluation team. Additionally, recommendation for approval to the GEC may be to approve only part of an application.

If the GEC approves your Application, the GEC approval will be recommended for further consent or approval by USAID/Jordan, and if such consent and approval is provided, your organization will be advised of a grant award.

2. **How will I know if my grant application is approved or rejected?** The Siyaha will notify your organization by letter on whether the Application has been approved or not. If your Application is approved, the letter advising you of the grant award will be accompanied by a draft Grant Agreement. If your Application is not approved, the letter advising you of this will indicate the reason(s) why. Resubmission of the Application is permitted if your organization is an eligible organization and if the purpose for which the grant was submitted is consistent with the objectives of the Siyaha and with the objectives of the component responsible for your organization.

I. GRANT AGREEMENTS AND RESPONSIBILITIES UNDER THEM

1. **What is a grant agreement?** A grant agreement is the primary written document that specifies the terms and conditions that your organization would have to comply in order to receive grant funding from the Siyaha. Sample Grant Agreements for FOG Grants (Annex A-5a), Small and Mini-Grants (Annex A-5b) and Program Development Grants (Annex A5-c) are attached hereto.
 - **What are my responsibilities if my organization is awarded a grant?** Many of the specific responsibilities of your organization depend on the type of grant and the undertakings you make in your Business Plan, if you are required to submit one. Other specific responsibilities are specified in AID regulations that are part of the various Grant Agreements for FOG Grants (Annex A-5a), Small and Mini-Grants (Annex A-5b) and Program Development Grants (Annex A5-c).

J. GRANTS FINANCIAL, ADMINISTRATION & REPORTING REQUIREMENTS

1. **What can my organization spend grant funds on?** Allowable costs vary from grant agreement to grant agreement. They depend on the undertakings you make in your Business Plan, if you are required to submit one, on the specifics of your grant agreement and on AID regulations. However, the following costs are generally allowable in the following grant types:
 - *Small Grants & Mini-Grants:* Allowable costs include, but are not limited to, the cost of seminars, workshops, conferences and other events, technical assistance services, training courses, including trainers, course materials, site costs, etc. Such costs generally do not include international airfares or indirect costs.
 - *Program Development Grants:* Allowable costs include, but are not limited to, the cost of personnel, technical assistance, travel and transportation, equipment, training, office supplies, rent and utilities,

telephone, fax, internet connection, postage, educational materials, bank charges, legal and audit fees, insurance, and maintenance related to premises and equipment.

- *FOG Grants*: No specific costs are assigned to FOG grants. FOG grants are awarded to achieve specific benchmarks.

What types of costs are not allowable under any grant type? The following costs are not allowable, reimbursable costs under any of the grant types mentioned above:

- creation of endowments (Note: financing of loan portfolios is not an endowment);
- Any commodity which does not comply with, or which is not procured in a manner that complies with, the USG/USAID commodity procurement procedures specified herein in annexes thereto.
- any previous obligations by USAID to the beneficiary;
- the bad debts of the beneficiary;
- fines imposed on the beneficiary;
- penalties imposed on the beneficiary
- any expenses related to ceremonies, parties, and celebrations;
- the purchase of any goods restricted and prohibited under USAID regulations;
- the purchase of surveillance equipment, military equipment or arms whether new or surplus, police or law enforcement equipment, abortion equipment and services, weather modification equipment, luxury goods and gambling equipment;
- the purchase of goods which have their origin in Cuba, Vietnam, North Korea, Cambodia/Kampuchea, and other countries or suppliers as may be identified by USAID's consolidated list of debarred, suspended or ineligible sub-contractors; and,
- any expenses related to purchases or activities which are illegal under Jordanian or U.S. law.

3. What reporting requirements do I have if I am awarded a grant? The frequency and content of reporting requirements are dependent on the type of grant your organization is awarded. For all grants, a Grant Completion Report is required which details the final summary, comments, and achieved results of that activity. However, interim reports may be required for all grants as indicated in the grant agreement. Format for these reports are provided as appendices to the various Grant Agreements for FOG Grants (Annex A-5a), Small and Mini-Grants (Annex A-5b) and Program Development Grants (Annex A5-c).

4. Will the Siyaha fully fund my organizations Business Plan? No. Program Development Grants are the primary mechanism for funding organizational business plans, and they require that the beneficiary organization fund portion of the overall program budget. The size of that portion will vary depending on the organization and the specific program. Generally however, most organizations must fund at least 10% of the program. More information about cost sharing is provided as appendices to the various Grant Agreements for FOG Grants (Annex A-5a), Small and Mini-Grants (Annex A-5b) and Program Development Grants (Annex A5-c).

Annexes to Section A – Grant Beneficiary Handbook

Process Related Annexes

- Annex A-1a Process for Small Grants and Mini Grants
- Annex A-1b Process for Fixed Obligation Grants
- Annex A-1c Process for Program Development Grants
- Annex A-1d Application Process Tracking Form
- Annex A-1e Grant Activity Completion Form

Environmental

Application Related Annexes

- Annex A-2 Application Form for Small, Mini-Grants, and FOG Grants
- Annex A-3 Application Form for Program Development Grants

Evaluation Related Annexes

- Annex A-4a FOG and Program Development Grant Evaluation Score Sheet
- Annex A-4b Small & Mini-Grant Evaluation Score Sheet

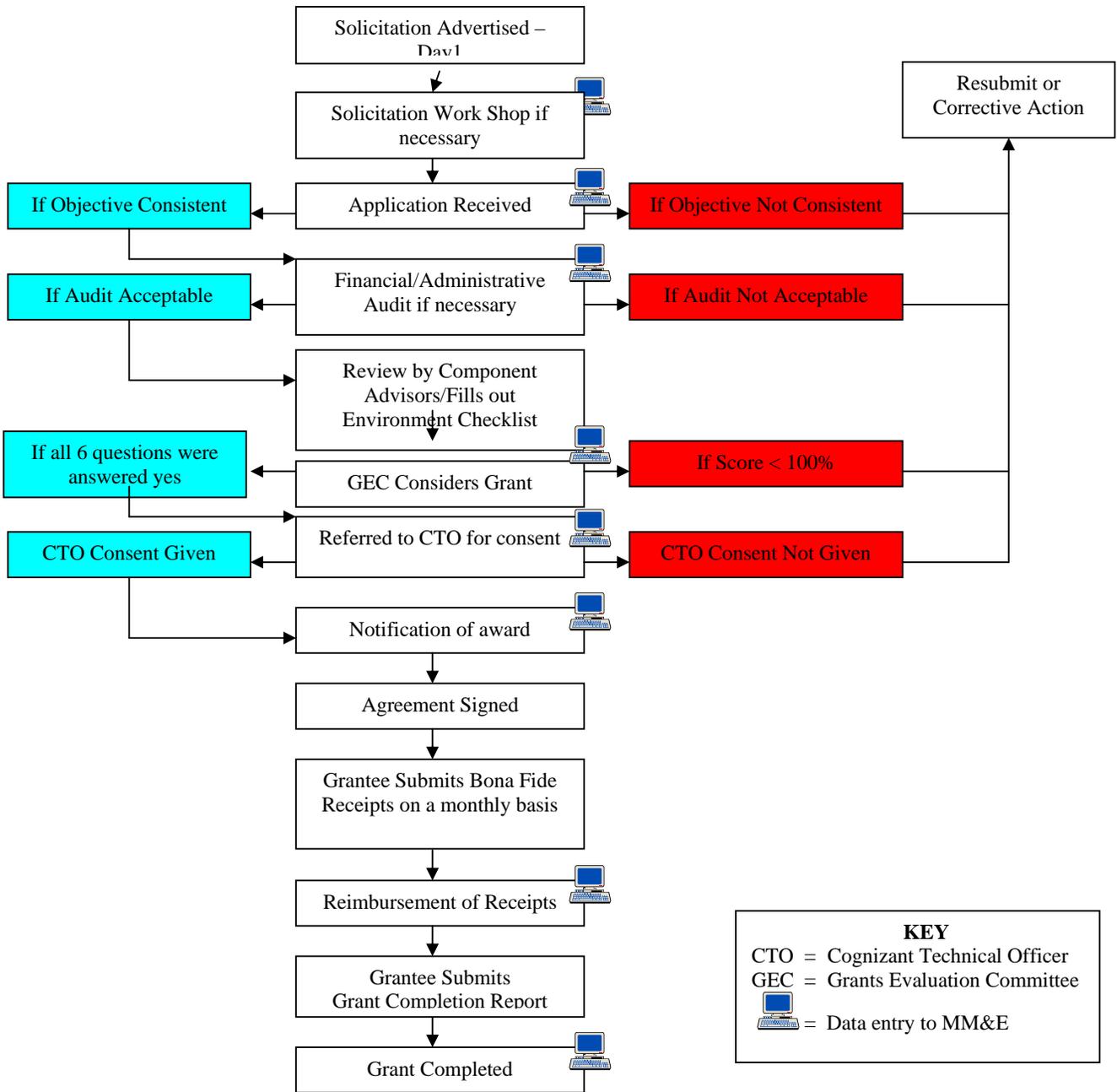
Grant Agreement Related Annexes

- Annex A-5a FOG Grant Agreement
 - Required Appendices (located in Attachment 2)
- Annex A-5b Small & Mini-Grant Agreement
 - Required Appendices (located in Attachment 2)
- Annex A-5c Program Development Grant Agreement
 - Required Appendices
 - Mandatory and Optional Standard Provisions
 - Attachment 1 Program Description (Business Plan & Grant Expenditure Schedule)

Section B Grants Management and Administration

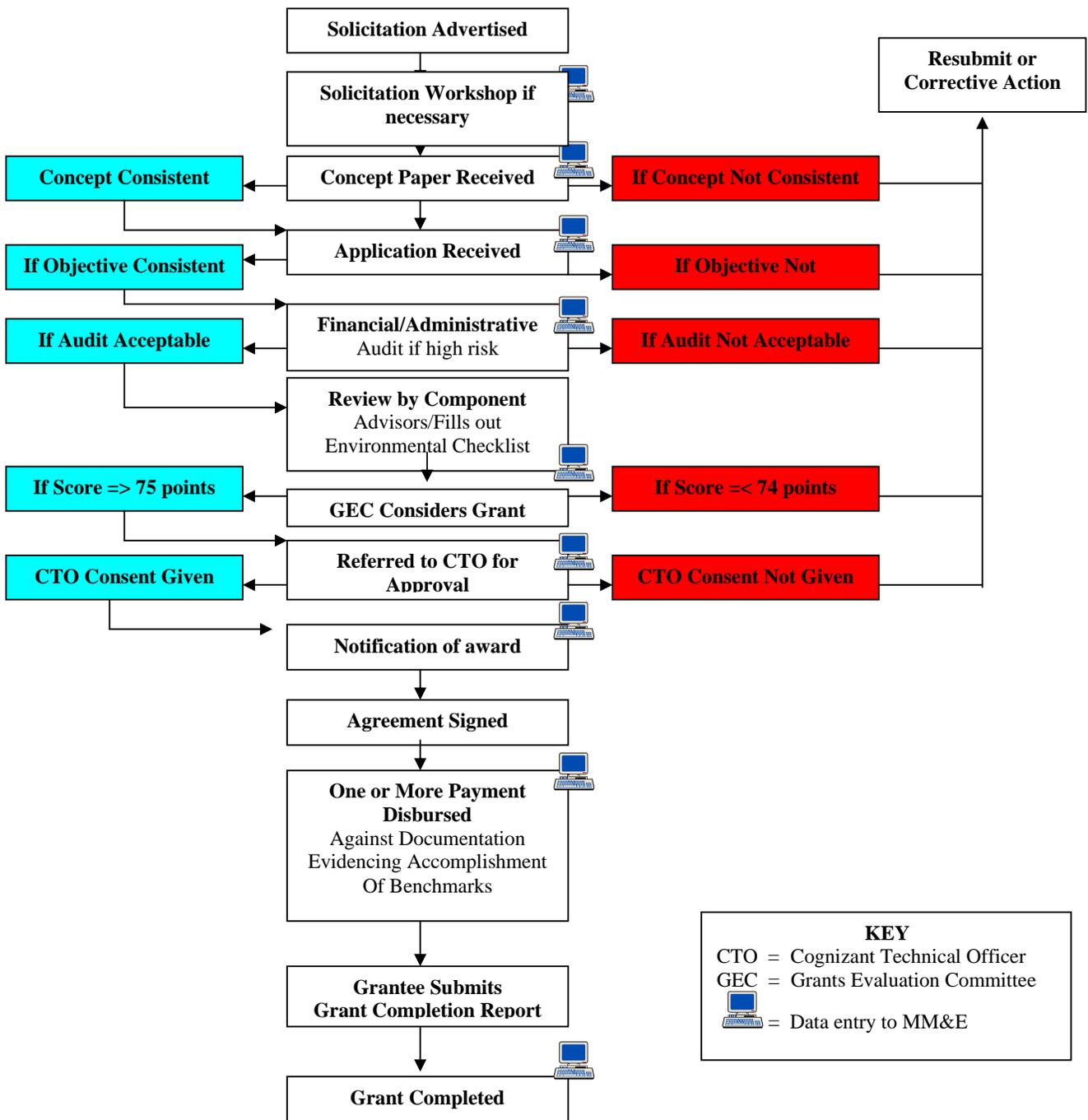
- Appendix 1 Chart of Accounts
- Appendix 2 Sample Calendar of Funds Flow
- Appendix 3 Grant Advance Request Form (for Program Development Grants)
- Appendix 4 Monthly Expenditure Report
- Appendix 5 Format for Monthly, Quarterly & Grant Completion Reports
- Appendix 6 Biographical Data Sheet
- Appendix 7 Change Request Form
- Appendix 8 Equipment/ Services Procurement
- Appendix 9 Information on Monitoring and Evaluation

**Annex A-1a
PROCESS FOR MINI AND SMALL GRANTS**

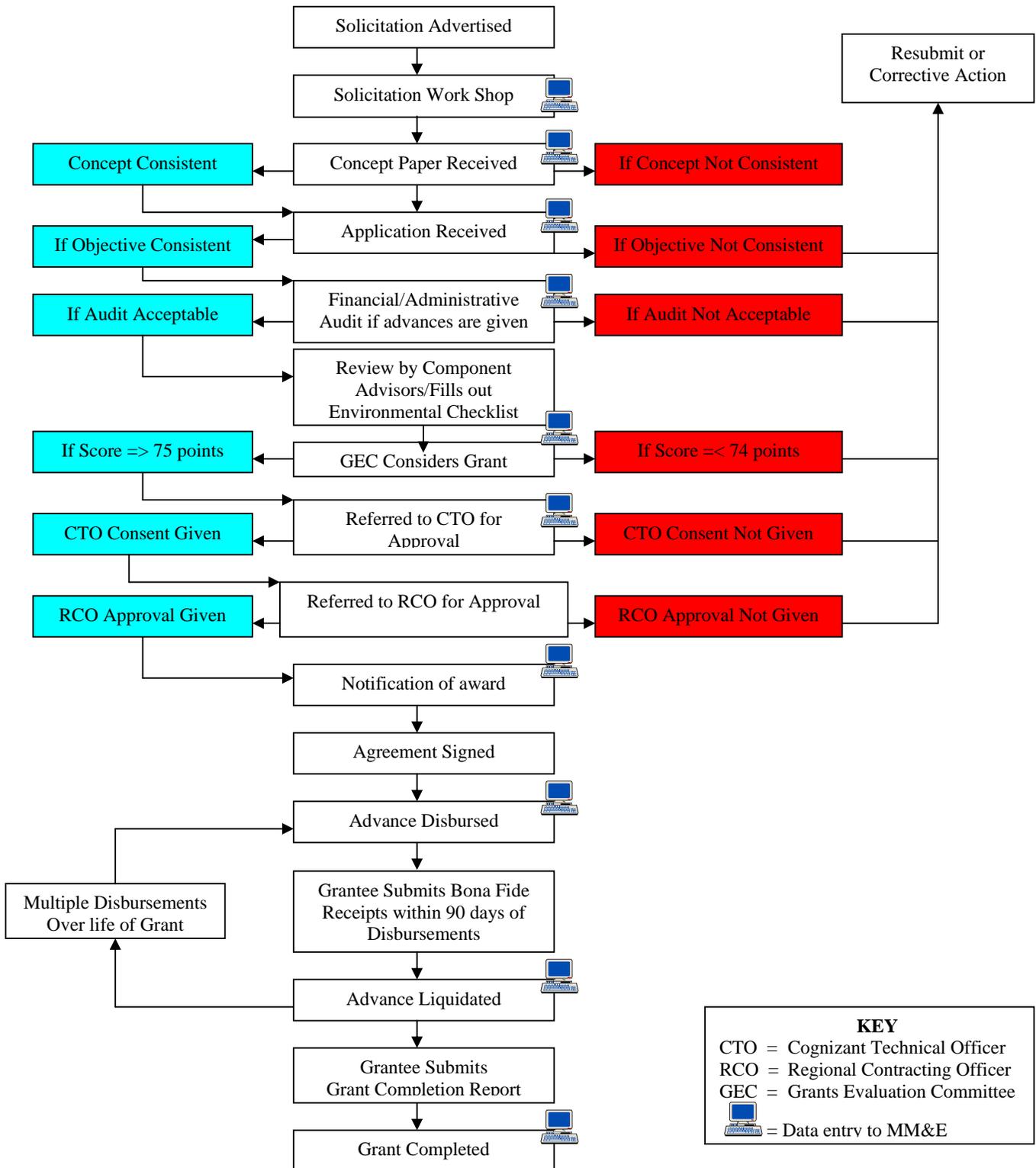


KEY
 CTO = Cognizant Technical Officer
 GEC = Grants Evaluation Committee
 = Data entry to MM&E

**Section B
Annex A
PROCESS FOR FOG GRANTS**



**Annex A-1c
PROCESS FOR PROGRAM DEVELOPMENT GRANTS**



KEY
 CTO = Cognizant Technical Officer
 RCO = Regional Contracting Officer
 GEC = Grants Evaluation Committee
 = Data entry to MM&E

Annex A-1d
Siyaha
Application Process Tracking Form

I. Concept Paper:

Application Received From _____

Type of Inquiry:

Written (attached) Verbal If verbal, Contact Name _____

Date of Inquiry (if applicable) ____ Concept Paper

Date Concept Paper Received by Grants Manager: _____

Recommended Not Recommended Date: _____

Advisor(s): Recommended Not Recommended

Managing Director: Approval Non Approval

Database Updated? Yes No

II. Application/ Response from Requests for Applications or Requests for Proposals

Date of Issuance of RFA (if applicable): _____

Date Received by Grants Manager: _____

Date Circulated to Technical Advisor (s) _____

Advisor(s): Recommended Not Recommended (Score Sheet Completed)

Date: ____ Signature : _____

Managing Director: Approval Non-Approval (if approves, Meeting is called)

Date: ____ Signature : _____

Award Amount Recommended in Jordanian Dinars _____

Score Sheet Attached: Yes No

Selection Committee: Recommended Not Recommended

Type of Award: Grant: Mini, Small, Fixed Obligation, or Program Development

USAID CTO: Approved Not Approved

USAID CO: Approved Not Approved Not required

III. Award:

Grant No. Issued _____

Database Updated? Yes No

Date Applicant Notified of Approval/Non-Approval of Application (prior to final negotiation and award) (if necessary) : _____

Date Agreement sent to Applicant: _____

Date Signed Agreement Received _____

Database Updated: Yes No

Date Received Final Completion Report _____

Date Report Accepted and File Closed _____

Database Updated? Yes No

File Fully Complete? Yes No

Annex A-1e
Siyaha
Grant Activity Completion Form
(completed by technical component leader and grants manager)

Name of Organization:	
Mailing Address:	
Physical Location:	
Phone:	
Fax:	
Email:	
Organization's Contact Person:	

1. Program Title:
2. Purpose of Award:
3. Type of Award:
4. Grant Tracking Number:
5. Grants Manager's Report Attached (see note below)? Yes No
6. Final Completion Report/ Deliverable(s) Attached? Yes No
7. Final Budget Reconciliation
 - a. Total Support Amount Budgeted: _____
 - b. Total Support Funds Expended by end date: _____
 - c. Amount at Which Grant is Closed at: _____

Signature: _____ Date: _____
Grants Manager

Note: The Technical Advisor's report* should include the following information:

- I. Program Achievements and Relevance to Jordan Tourism's Purpose
- II. Assessment of Implementation Process and Lessons Learned
- III. Follow-On Activities Under Consideration

**Should not exceed 2 pages.*

This is reviewed by the Grants Manager and, if acceptable, it's then filed in the Grants file. The Grants Manager can then close out the activity.

Grant File Stacking Order Checklist

Internal Document
(To accompany all Grant Files)

Grant Tracking Number: ____ - ____ - ____ - ____

- | | | | | | |
|-----|---|------------------------------|------------------------------|------------------------------|------------------------------|
| 1. | Grant Application Process Tracking Form | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | |
| 2. | Proposal/ Inquiry | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | |
| 3. | Concept Paper | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | |
| 4. | Concept Paper Approval/ Non Approval Letter | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | |
| 5. | Application | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | |
| 6. | Application Approval/ Non Approval Letter | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | |
| 7. | Grant Approval Process Sheet | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Date _____ | |
| 8. | Agreement Transmittal Letter | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | |
| 9. | Grant Score Sheet | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | |
| 10. | Cognizant Technical Officer Approval | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | |
| 11. | Contracting Officer Approval (if Required) | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | |
| 12. | Signed Grant Agreement | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | |
| 13. | Signed Annexes | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | |
| 14. | Chairman of the Board Letter if Applicable | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | |
| 15. | Organizations' Formal Registration | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | |
| 16. | Supplemental ADS if Applicable | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 17. | Implementation Plan | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | |
| 18. | Supporting Docs if Applicable
(e.g., C.V., Org Chart, etc) | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | |
| 19. | Copy of Pre-Award Audit if Applicable | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | Date _____ |
| 20. | Original Sent to Grantee | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | |
| 21. | Original on File w Grants Manager | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | |
| 22. | Copy Sent to HO | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | |
| 23. | Copy Sent to Accountant | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | |
| 24. | Copy Sent to AID | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Date _____ | |
| 25. | Activity Completion Form | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | |
| 26. | Completed and Approved Reports (inc Final Report) | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | |

Annex A-2 Application Form for Small Grants, Mini-Grants, and Fixed Obligation Grants - Requirements for Proposal Submission

Grants Manager
Siyaha
P.O. Box 941407
Amman 11194 Jordan
grants@jtour.org

Subject: Grant Application for Small Grants, Mini-Grants, and Fixed Obligation Grants

1. **Date of this Application:** _____

2. **Contact Information for our Organization:**

a. Name: _____ b. Mailing Address: _____
c. Street Address (if available) _____
d. Phone _____ Fax _____ E-Mail _____
f. Organization's Contact Person for this Application: _____

3. **Organizational Information Related to Eligibility**

a. Year Established _____ b. Type of Organization: For Profit Not for Profit
c. Legal Status (choose only one):
 Private or public shareholding company, whether for-profit or not-for-profit, that have company objectives that are consistent with the broad objectives of Siyaha and the specific objectives of the Siyaha component recommending the grant for approval, or
 Non-Government Organizations (NGOs), professional organizations, research institutions, and other institutions that have organizational objectives that are consistent with the broad objectives of Siyaha and the specific objectives of the Siyaha component recommending the grant for approval.
 Other (if other, use the following space to clarify): _____

d. In order to demonstrate our organization's eligibility, we have attached (choose all that apply):

- A copy of our organization's formal registration as evidence of the above selected legal status;
- One or more copies of board of directors resolutions, strategic plans (overall long-range plan for beneficiary's organization) or other documentation indicating our organization's managerial commitment to implementing objectives that are consistent with the broad objectives of Siyaha and the specific objectives of the Siyaha component recommending the grant for approval;
- A memo signed by the Chairman of our board certifying all of the following:
 - that our organization has received a copy of the Siyaha's Grant Beneficiary Handbook and that our organization's board and senior management have read and understood its contents;
 - that our organization has not received any funding from the Siyaha for the preparation of this Application;
 - that our organization has no advances from USAID or a USAID contractor which have been outstanding and unliquidated for longer than 90 days, and that our organization has no grant completion report required under a grant from USAID or a USAID contractor which is more than 30 days past due.
 - that at the time of application there exists no condition within our organization or with respect to our organization's management which renders the organization ineligible for a grant directly or indirectly funded by USAID.
 - that the proposed life-of-program funding in this application does not exceed the JD equivalent of: for Mini-Grants, \$25,000 and 90 days and for Small Grants, \$100,000 and 360 days which ever is applicable to this application and FOG Grants, \$200,000 up to two years.

4. **Statistical and Other Information:**

a. Our members pay dues on the following basis (choose only one):
 Voluntary

- Mandated by law or regulation
- Other (specify): _____

- b. Fiscal Year end: _____ (for your accounting purposes)
- c. We have an operation accounting system in place? Yes No
- d. Our accounting system is computerized: Yes No
- e. Our total membership (if applicable) is: _____ members
- f. As of the above date of application, the number of our members (if applicable) who have fully paid their annual dues for this year is: _____ members
- g. Our organization chart is attached? Yes No

5. Information Related to the Proposed Program or Activity

a. Our organization’s mandate, mission and/or objectives are the following:

b. This application is for a (choose only one of the following): Small Grant Mini-Grant Fixed Obligation Grant. If this is an application for a Mini-Grant, please we hereby certify that we are not requesting funding for any of the following:

- to cover international travel, or
- commodities that have a useful life of greater than one year or that cost more than \$5,000, or
- indirect costs of our organization.

If this is an application for a FOG Grant, please we hereby certify that in describing our proposed activities below, we have:

- specified grant benchmarks that indicate and quantify specific accomplishments or results,
- in our design of the proposed benchmarks, we have limited the risks associated with changes in the proposed activities, and
- provided herewith adequate cost data (historical or unit pricing) to determine and negotiate the proposed schedule of grant disbursements.

and we hereby certify that we are not requesting funding for any indirect organizational costs and that we have the resources to fully fund our contribution to the total cost of the proposed activities.

c. The objective of the proposed Program/Activity is as follows:

d. We would like the Siyaha to fund the following specific activities/items (specify the activity or cost item as well as the requested Jordanian Dinar amount for each):

Sample Budget Summary and Details:

(Include up to one page on a description of the budget if necessary)

	Total Project	Total Request to SIYAHA	Mandatory Cost-Sharing	Other Sources of Support
Travel - Domestic	0	0	0	0
Travel - Foreign	0	0	0	0
Materials and Supplies	0	0	0	0
Publication Costs/Dissemination	0	0	0	0
Consultant Services	0	0	0	0
Equipment	0	0	0	0
Training	0	0	0	0
Printing	0	0	0	0
Total Direct Cost	0	0	0	0
Total				
Total Activity Request		0		
Cost Share (back-up documentation required at time of funding)			0 and %	
Define What Mandatory Cost-Share includes:				

*All amounts shown in Jordanian Dinar

Note #1 - Budget categories for FOG Grants: For FOG Grants, there are no specific budget categories as mentioned for other grants. Rather, grant disbursements are against the accomplishment of specific grant benchmarks that indicate and quantify specific accomplishments or results. It is the responsibility of the Applicant to design proposed benchmarks which have limited the risks associated with changes in the proposed activities, and are easily associated with adequate cost data (historical or unit pricing) to determine and negotiate the proposed schedule of grant disbursements.

- e. The total value of this grant request is Jordanian Dinar _____ equivalent to US\$ _____ at the foreign exchange rate of .708.
- f. Scheduled **start** date for proposed Program/Activity: _____. The scheduled **end** date for proposed Program/activity: _____.
- h. Our organization will contribute to the funding of the following funding specific activities/items (specify the activity or cost item as well as the requested Jordanian Dinar amount for each and whether the contribution is in cash or in kind; note that our contribution exceeds 10% of the total cost of the Program/Activity):

i. We will measure the success of this proposed Program/Activity as described below:

Attach and describe the project plan and all activities that you are requesting funding for under the grant. Assign an approximate time frame for implementation of each activity (not to exceed three pages):

Please address these items in your narrative:

- Explain how your activity(ies) are consistent with USAID’s Strategic Objective 10 and SIYAHA’s objectives.
- Explain how your organization has the organizational capability to successfully implement the activity(ies).
- Does the activity(ies) have a realistic well thought out implementation plan with clearly defined objectives, expected results, and quantifiable target/benchmarks?

- Is the activity(ies) budget realistic and in line with costs for similar projects in Jordan?
- Is the proposed beneficiary contributing to the overall activity(ies) cost in cash or in kind? Is the proposed cost share appropriate to the proposed beneficiary's financial capacity?
- What areas of the activity(ies) address issues of sustainability and replicability?
- Does the proposed activity(ies) include women as project beneficiaries?
- Does the proposed activity(ies) target beneficiaries in Amman or in the rural areas (those outside Amman and other large cities)?

We understand that if this is approved, the budget is merely illustrative and all costs must be substantiated by bona fide receipts to be considered for reimbursement. We appreciate your timely consideration of our application.

Sincerely,

Name

Position

(Signed by Managing Director or person in similar position within the Applicant organization)

Annex A-3 Application Form for Program Development Grants

(Applicant should refer to the Evaluation Criteria in Annex A-5a when developing the application.)

Grants Manager
Siyaha
P.O. Box 941407
Amman 11194 Jordan
grants@jtour.org

Subject: Grant Application for Program Development Grant

1. Date of this application:

2. Contact information about our organization:

a. Name _____

b. Mailing Address _____

c. Street Address (if available) _____

d. Phone _____ Fax _____ E-Mail _____

f. Organization Contact Person _____

3. Organizational Information Related to Eligibility

a. Year Established _____ b. Type of Organization: For Profit Not for Profit

c. Legal Status (choose only one):

- Private or public shareholding company, whether for-profit or not-for-profit, that have company objectives that are consistent with the broad objectives of Siyaha and the specific objectives of the Siyaha component recommending the grant for approval, or
- Non-Government Organizations (NGOs), professional organizations, research institutions, and other institutions that have organizational objectives that are consistent with the broad objectives of Siyaha and the specific objectives of the Siyaha component recommending the grant for approval.
- Other (if other, use the following space to clarify): _____

d. In order to demonstrate our organization's eligibility, we have attached (choose all that apply):

- A copy of our organization's formal registration as evidence of the above selected legal status;
- One or more copies of board of directors resolutions, strategic plans (overall long-range plan for beneficiary's organization) or other documentation indicating our organization's managerial commitment to implementing objectives that are consistent with the broad objectives of Siyaha and the specific objectives of the Siyaha component recommending the grant for approval;
- A memo signed by the Chairman of our board certifying all of the following:
 - that our organization has received a copy of the Siyaha's Grant Beneficiary Handbook and that our organization's board and senior management have read and understood its contents;
 - that our organization has not received any Siyaha funding to prepare this Application;
 - that our organization has no advances from USAID or its contractors which have been outstanding and unliquidated for longer than 90 days, and that our organization has no grant completion report required under a grant from USAID or a USAID contractor which is more than 30 days past due.
 - that there exists no condition within our organization or with respect to our organization's management which renders the organization ineligible for a grant directly or indirectly funded by USAID.

- that the proposed period of funding requested in the application does not exceed the life of Siyaha and does not exceed 360 days (or a longer period as may be approved by the USAID CTO not to exceed one year) or the value of \$200,000.

4. Statistical and other Information:

- Our members pay dues on the following basis (choose only one if applicable):
 Voluntary Mandated by law or regulation Other (specify):
- Fiscal Year end: _____ (for your accounting purposes)
- We have an accounting system in place Yes No Our system is computerized: Yes No
- Our total membership (if applicable) is: _____ members
- As of the above date of application, the number of our members (if applicable) who have fully paid their annual dues for this year is: _____ members
- Our organization chart is attached Yes No

5. Benchmark Descriptions and Business Plans

This application is for a (choose only one): Program Development Grant

If this is an application for a Program Development Grant, we have attached as Appendix A hereto the organizational Business Plan that our organization is currently implementing and that we have or will have the financial resources to fully fund our contribution to the overall cost of the proposed activities.

Attached to the business plan are additional items such as CVs, job descriptions, and a detailed human resources plan.

6. Narrative Description of Proposed Activity or Organizational Development Requirement

Attached is an Appendix B concisely and accurately describing the following:

- Our proposed activities in detail and why Siyaha support is needed
- A list of the three main objectives of our proposed activities
- Our main practical outcomes/results of the proposed activities
- A description of how our proposed activities will be organized, and in doing so, stating precisely what will happen, when it will happen, and the methods we will use to achieve the intended outcomes;
- A description of what steps have been taken to plan and prepare the proposed activities
- A description of where the proposed activities will take place
- A description of who will benefit from the proposed activities and in doing so, indicating how many will individuals benefit and in what ways they will benefit;
- A description of our organization's unique ability to manage this program and what relevant resources (materials, talents, partners, etc.) are available to our organization;
- A description of the sustainability through the proposed activities,
- A description of how the success of our proposed activities, in accordance with the objectives of the proposed activities, can be quantitatively measured;
- A description of the nature of any outside advisors or consultants for program implementation, training, commodities or other assistance that will be necessary for the success of the proposed activities and why they are required.
- What we believe to be innovative about the proposed activities and the potential for lessons to be learned which be of value to economic stability of Jordan;
- A description, if applicable, of how the proposed activities are useful in stimulating greater investment in Jordan and assisting the Jordanian business to become more globally competitive.

7. Programmed Grant Expenditure Schedule

Attached is Appendix C containing the total amount of expenditures anticipated for a one-month period during the grant schedule. These expenditures are based on real budget figures and represent our best effort to estimate actual costs.

8. Proposed Activity Budget

Attached is Appendix D containing the detailed budget for our proposed activities and includes a budget summary sheet. We understand that it will be revisited quarterly and revised if necessary (subject to GEC and Component Leader approval). Should the GEC choose to approve a budget revision, it is not subject to formal modification.

Note #1 - The Siyaha will carefully review the assumptions and associated costs related to your proposed activity so please take time to prepare a thorough and complete budget. A well-prepared budget should clearly support and complement the work plan you described in paragraph 6 above. Sufficient detail should be provided so that someone who is not familiar with your organization can easily understand how you arrived at the budgeted amounts. Keep in mind that proposals will be judged in terms of cost effectiveness so be careful not to inflate your costs nor include items that are not necessary for the success of your Program. If possible, please use the general and detailed categories listed below. All costs should be budgeted in Jordanian Dinar (JD).

Note #2 - Matching or cost-share: All proposal budgets must include at a minimum a 10 percent match (co-funding) or cost-share. This means that the organization is also supporting the proposed activities with its own or another donor's resources. For example if the total activity will require \$30,000 of allowable costs, Siyaha will fund up to 90%, or \$27,000. The remaining \$3,000 should be met by the organization. Matching (co-funding) generally refers to funds used from other donors to pay for program related activities, whereas cost-share refers to either payments from the organization's own funds or the fair value of contributions in-kind, such as space, equipment, the value of volunteers or staff time, etc. Please provide details in the budget notes to support the amounts you have identified as matching or cost-share.

Note #3 - Budget categories for Program Development Grants: Please group your detailed expenditures in the following general categories for the summary page of your budget. You may not need to use all of the categories:

- Personnel
- Travel and transportation
- Equipment
- Training and technical assistance
- Program activity costs
- Other direct costs
- Indirect costs (if audited indirect rates are available only)

The following detailed descriptive categories are suggested as examples:

Personnel

Includes salaries and benefits for program related activities. Each current position and any anticipated new positions should be listed including the position title and gross salary (including taxes) per month. If you are anticipating salary increases during the period of the program include these increases in the budget.

Travel and Transportation

Travel and transportation could include the following expenditure line items:

- airfares, bus fares, taxi fares
- per diem (lodging, meals, and incidental expenses)
- reimbursement for personal vehicle use
- official vehicle expenditures including fuel, oil, maintenance, and spares
- vehicle rental
- shipping costs

Travel and transport costs should include the following assumptions to support your calculations:

- number of trips required including who, when, and where

- rates for various inputs such as hotel costs (per night), meal costs, fuel cost/liter, vehicle rental, airfares, etc.
- units required such as number of nights, kilometers traveled (for vehicle costs)

Equipment

Equipment is defined as goods with a minimum cost of \$500 and a useful life of one year or more. As with other parts of the budget, be as specific as possible and it will be much easier to estimate the costs. For equipment it is ideal if exact models can be identified, or specifications provided.

Training and Technical Assistance (TA)

If your organization will be requiring specific training or technical assistance to fulfill the objectives of the program activity you should include these costs here. If you have identified or would like to suggest particular providers of these services you should include this information in the notes to the budget. Payments to consultants should generally be included in this section.

Program Activity Costs

This section is only required if there are specific significant costs (as a percentage of the total proposal costs) related to the activity contained in your application. For example, if the core activity of your proposal is the printing and distribution of a book on strategic management, these costs (printing and distribution costs) would be included in this section.

Other Direct Costs

All other costs would fall into this category. The list would likely include:

- Office supplies
- Office rent
- Utilities (electricity, water, heat)
- Telephone & communications
- Postage
- Educational materials (if not a part of program costs, above)
- Bank charges
- Legal and audit fees, insurance
- Equipment maintenance / office maintenance

Results

Which of these results does the application address? (include only those from this list that are directly or indirectly affected? (The results will be added upon approval from the CTO).

We understand that if this is approved, the budget is merely illustrative and all costs must be substantiated by bona fide receipts to be considered for reimbursement. We appreciate your timely consideration of our application.

Sincerely,

Name

Position

(signed by Managing Director or person in similar position within the Applicant organization)

Grand Total

Annex A-4a
Program Development and FOG Grant Score Sheet (Selection Criteria)

Grant Number: *ABC-EFG-KLM-XYZ*

Applicant Organization: *(name of beneficiary organization)*

	Criteria	Maximum value of Points	Advisor 1	Advisor 2	Grants Manager	Average Score
1	Significant Program Outreach and Contribution to Objectives					
	Score the degree to which the proposed Business Plan, if successfully implemented, would contribute to the overall Siyaha objectives and the objectives of the Siyaha component presenting the Grant Application to the GEC and to the extent to which the proposal promotes the participation of women, the poor, and people living outside Amman. The overall originality and innovation of approach methodologies in achieving the Business Plan and its potential for replicability by other organizations.	10				
2	Management Structure and Capability					
	Score the degree to which the Application evidences that:					
	the Applicant’s Board of Directors possesses the managerial and leadership qualities of necessary to successfully implement the business plan, as evidenced by their CV’s and reputation in Jordan	5				
	the Applicant’s senior management possesses the managerial and leadership qualities of necessary to successfully implement the Business Plan, as evidenced by their CV’s and reputation in Jordan	10				
	the existence of a charter and/or other foundational document(s) which defines Board and management responsibilities and authorities and a formal, operational organizational structure that is consistent with the programmatic and financial approach outlined in the Business Plan	5				
3	Programmatic & Financial Projections					
	The degree to which the Business Plan credibly demonstrates:					
	specific targets and impact indicators (including specific deliverables and verifiable outputs) are defined in the Business Plan	10				

	a realistic, Siyaha -compatible time frame for the achievement of those targets and indicators is defined in the Business Plan	10				
	a clear connection is demonstrated in the Business Plan between the approaches, costs, cost-sharing, and other methods proposed for achieving the targets and impact indicators AND the resources allocated to that achievement	10				
	the methodologies proposed for accomplishment of the Business Plan are consistent with international best practices	5				
4	Management Information Systems and Financial Control					
	The extent to which the Applicant has installed or is demonstrably in the process of installing a computerized accounting system that accurately reflects the financial position of the Applicant organization, that creates an audit trail by which all receipts and expenditures may be traced and allocated, and that provides financial data as required in any Grant Agreement as may be approved for funding and systems of control to monitor financial matters.	15				
5	Organizational and Institutional Development					
	The extent to which the Applicant has installed:					
	basic human resource development plans which include job descriptions, performance based staff remuneration schemes and on-going training plans	5				
	written policies and procedures which will govern management, operational decision-making and Business Plan implementation and which are fully consistent with Best Practice	5				
	a long range strategic plan (overall long-range plan for beneficiary's organization) in place and operational	5				
6	Environmental Compliance					
	Activities are deemed low risk activities based on environmental compliance form	5				
	TOTAL	100				

Advisor #1 _____ Advisor #2 _____
Grants Manager _____

A minimum score of 75 points is required for an Application to be recommended for Program Development Grant funding.

Annex A-4b
Small Grant, and Mini-Grant, Evaluation Score Sheet

Grant Number: *ABC-EFG-KLM-XYZ*

Applicant Organization: *(Name of Organization)*

After the initial Application review the Advisors shall evaluate the Application against the following criteria (Specify **Yes** or **No** as appropriate and include comments if necessary:

Small, Mini, and FOG Criteria	Yes	No	Comments
1. Does the proposed association have the organizational capability to successfully implement the activity(ies) specified in the Application?			
2. Does the proposed association have the systems (operationally and financially) to adequately account (as per USAID regulations) for the funds that would be provided via the grant?			
3. Is the purpose of the activity(ies) specified in the Application consistent with Siyaha objectives? Does it fit with current Component activities in support of advocacy, policy analysis, public awareness or tourism development?			
4. Does the activity specified in the Application address community involvement, gender representation, and other key factors?			
5. Is the activity(ies) specified in the Application eligible for funding under the grant program?			
6. Is the proposed association contributing greater than 10% of the overall activity's cost by way of cash or an in-kind contribution?			
7. Do the activities proposed in the application result in a low risk score in the Environmental Review Form?			

Any Grant Application scoring **YES** on **all seven** of the above-mentioned criteria may be recommended for approval to the Grants Evaluation Committee by the advisors.

Advisor #1 _____ **Advisor #2** _____

Grants Manager _____

Annex A-5a Fixed Obligation Grant Agreement

Mr./Ms. (Contact person's name)
(Name of beneficiary organization)
(Address of beneficiary organization)

SUBJECT: GRANT NO. (ABC-DEF-KLM-XYZ)
ORGANIZATION:
GRANT PURPOSE:

Dear Mr./Ms. (Contact person's name):

In response to your request for assistance dated _____ on behalf of USAID and Chemonics International Inc., hereinafter referred to as "Chemonics", and represented herein by Ibrahim K. Osta as duly authorized Agent, we are pleased to award to the [XYZ] Organization this grant in the amount not to exceed \$ _____ as a contribution to your program to _____ during the period _____ to _____. As its contribution to the project, your organization _____ (name of beneficiary) _____ will provide goods and services in cash or in kind valued at approximately (Cost Share amount) which is (xx) % percent of the total grant amount.

The accomplishment of each fixed obligation grant objective will be based on the completion of the tasks and successful submittal or completion of the milestones indicated. (Funding payments for each grant may also be based on a percentage of the total budget for each milestone).

MILESTONE 1

(Describe in sufficient detail established program milestone, method of USAID verification and associated payment in dollars or percentage of total amount.).

MILESTONE 2

(Same as above)

Payment shall be made by _____ (should be similar to the Standard Provision "Payment Reimbursement." Also must include a statement requiring recipient "certification" that the activity was completed).

Chemonics or USAID and do not assume liability for any third party claims for damages arising out of this grant. Chemonics or USAID may terminate this grant upon 30 days written notice. Also, the grant may be suspended or terminated by Chemonics or USAID, if Chemonics or USAID has notice of or has reasonable cause to believe that the grantee is unable to pay its obligations in the ordinary course of business. Any dispute under or relating to this grant shall be decided by the Siyaha Grants Manager.

By accepting this grant the XYZ Organization agrees to:

1. Document that reasonable steps were taken to ensure that all purchases charged to the grant are at reasonable prices and from responsible sources;

2. Maintain complete records of all costs charged to the grant for a period of three years after the expiration of the grant and make such records available to USAID or its representatives for review at any time; and

3. At USAID request, refund to USAID any funds received from USAID that represent reimbursement for any costs determined by USAID not to meet the terms and conditions of this grant.

Please sign the original and each copy of this letter to acknowledge your receipt of this grant and return the original to the Grant Manager.

Sincerely,

Ibrahim K. Osta
Chief of Party

ACKNOWLEDGED:

[XYZ] Organization

By: _____

Title _____

Date: _____

Attachments:

Attachment 1: Grants Management and Administration: Reference Materials (Required for Grantee’s Understanding during Implementation) and appendices

The following appendices are to be attached to each grant agreement. The beneficiary is required to have read and fully understood all information presented and then sign at the bottom. In the event that an annex is not signed, the grant award will be withdrawn.

Attachment 2: Required Appendices for all grants

- 1: Drug Free Workplace Certification
- 2: Debarment and Suspension Certification
- 3: Local Cost Financing
- 4: Cost Sharing
- 5: Certification regarding Terrorist Financing
- 6: Environmental Checklist

Attachment 3: Mandatory and Optional Standard Provisions
USAID ADS 303 (located at <http://www.usaid.gov/policy/ads/300/303.pdf>)

Distribution:

- One Original Copy to the Beneficiary
- One Original to the Siyaha

- One Copy to USAID
- One Copy to Chemonics

Performance Monitoring Chart

Title of Result	Description	Baseline	Target	Date of Planned Target	Actuals

Annex A-5b Small Grant & Mini-Grant Agreement

(Siyaha Letterhead)

Mr./Ms. *(Name of Beneficiary's Authorized Signatory)*
(Name of Beneficiary Organization)
(Address of Beneficiary Organization)

SUBJECT: GRANT NO. *(ABC-DEF-KLM-XYZ)*
ORGANIZATION:
GRANT PURPOSE:

Dear Mr./Ms. _____:

In response to your request for assistance under the SIYAHA Grants Program (grant) dated xxx, by this Grant Agreement, I am pleased to award to the *(Name of Beneficiary Organization)* (hereinafter referred to as the Beneficiary) a grant in the amount of \$ _____ equal to xx in JD, payable in Jordanian Dinars (JD)(hereinafter referred to as the Grant Funding) to cover a portion of the cost of your organization's project entitled *(name of the Program to be funded as indicated in your application)* during the period *(Program start date)* to *(Program completion date)*. The terms and conditions of this grant agreement are as follows:

As its contribution to the Program, the *(Name of Beneficiary organization)* will pay for goods and services in cash or in kind valued at approximately JD. _____.

I. Allowable Goods and Services: Grant Funding may be used to pay the actual incurred direct local financed costs, as defined in local cost financing under Attachment 2, only for the goods and services required to complete the project (hereinafter referred to as Allowable Goods and Services). Such costs may not include international airfares or indirect costs:

See Attached Detailed Budget

Grant Funding will be disbursed no more than monthly by check payable to the Beneficiary Organization against presentation of bona fide receipts for Allowable Expenses incurred. Requests for payment shall be made to the Siyaha Grants Manager, P.O. Box 941407, Amman 11194 Jordan.

Alternatively, Chemonics/ Siyaha may make payment of Grant funds to a vendor, by check payable to a vendor against bona fide vendor invoices endorsed by the Beneficiary Organization with a statement that the goods and services have been received.

II. Obligations of the Beneficiary: By accepting this Grant, the Beneficiary Organization agrees to:

1. Document that reasonable steps were taken to ensure that all purchases charged to the grant are at reasonable prices from responsible sources.
2. Maintain complete records of all costs charged to the grant for a period of three years after the expiration of the grant and make such records available to Chemonics/ Siyaha or USAID and their representatives for review at any reasonable time.
3. At Chemonics/Siyaha or USAID request, refund to Chemonics or USAID any funds received from Chemonics/ Siyaha that represent reimbursement for any costs determined by Chemonics/ Siyaha or USAID not to have met the terms and conditions of this grant.

4. Complete monthly reports within 5 days of months' end and a completion report within 15 days of grant end following the reporting structure as shown in the attached appendix (Format for Monthly, Quarterly & Grant Completion Reports).

III. Other Terms & Conditions:

- A. **Relationship to USAID.** This grant is being administered by Chemonics on -behalf of the Siyaha - as an authorized USAID Contractor (the Contractor). Although USAID is not substantially involved in the administration of this grant, it is understood and agreed that USAID may, in its discretion through the SIYAHA Contracting Officer, supersede any decision, act or omission taken by Chemonics in respect to this grant, provided that USAID acts in accordance with the grant provisions and in a timely manner, such that the Beneficiary has not detrimentally relied on the decision, act or omission of the Contractor.
- B. **Non-liability.** Chemonics and USAID do not assume liability for any third party claims arising under this grant.
- C. **Modification of this Grant Agreement.** This Grant Agreement may be modified from time to time for reasons such as, but not limited to, the following:
 - the achievement of the program objective is in jeopardy, but an agreed upon implementation schedule modification can put the activity back on track, and/or
 - there is an unanticipated increase in the cost of the activity(ies) proposed for Grant funding..

All modifications must be in writing and must be signed by the Siyaha Director, and the Agent of the Beneficiary. In no case shall any modification be approved which increases the total Grant Funding above the JD equivalent of US\$25,000. USAID's CTO approval is required for any modifications exceeding \$10,000. CO consent is not required for modifications.

- D. **Termination.** This Grant Agreement, and any modification thereto, may be unilaterally terminated by the Siyaha by giving 30 (thirty) days written notice to the Beneficiary.

Please sign the original and each copy of this Grant Agreement and each of the certifications contained in all below attachments to acknowledge your understanding and acceptance of their terms and conditions. Please return the original to the Grants Manager at the Siyaha.

Sincerely,

Ibrahim K. Osta
Chief of Party

On behalf of (*Name of Beneficiary Organization*), the Beneficiary, I hereby acknowledge our understanding and acceptance of the terms and conditions of this Grant Agreement.

By: (*Signature of Beneficiary's Authorized Signatory*)
Name: (*Name of Beneficiary's Authorized Signatory*)
Title: (*Title of Beneficiary's Authorized Signatory*)
Date: _____

Attachments:

Attachment 1: Grants Management and Administration: Reference Materials (Required for Grantee’s Understanding during Implementation) and appendices

The following appendices are to be attached to each grant agreement. The beneficiary is required to have read and fully understood all information presented and then sign at the bottom. In the event that an annex is not signed, the grant award will be withdrawn.

Attachment 2: Required Appendices for all grants

- 1: Drug Free Workplace Certification
- 2: Debarment and Suspension Certification
- 3: Local Cost Financing
- 4: Cost Sharing
- 5: Certification regarding Terrorist Financing

Attachment 3: Mandatory and Optional Standard Provisions

USAID ADS 303 (located at <http://www.usaid.gov/policy/ads/300/303.pdf>)

Distribution:

- One Original Copy to the Beneficiary
- One Original to the Siyaha
- One Copy to USAID
- One Copy to Chemonics

Annex A-5c PROGRAM DEVELOPMENT GRANT AGREEMENT

SUBJECT: GRANT NO. (ABC-DEF-KLM-XYZ)
ORGANIZATION:
GRANT PURPOSE:

This grant agreement, hereinafter referred to as the “Agreement”, is made and entered on the effective date specified below between the following parties:

XYZ organization, hereinafter referred to as the “Beneficiary,” of P.O. Box XYZ, XYZ City, Jordan , Telephone XYZ, Fax XYZ and represented herein by XYZ as duly authorized Agent,

and

Chemonics International Inc., hereinafter referred to as “Chemonics”, of 1133 20th Street, NW, Washington, DC 20036 USA, Telephone 1-202-955-3300, Fax 1-202-955-7570, and represented herein by Ibrahim K. Osta as duly authorized Agent

witnesseth

The Siyaha, consisting of a three-year period, financed the United States Agency for International Development (USAID) in agreement with the Government of Jordan, is being implemented by Chemonics. The Siyaha addresses five components involving activities with organizations involved in tourism. These include:

- *Component 1: Institutional and Sector Reform.* This component entails three groups of activities aimed at: (a) strengthening institutional reform, (b) improving legal and regulatory reform, and (c) augmenting the tourism sector’s research capacity.
- *Component 2: Product and Site Development.* This component focuses on developing competitive tourism destinations, and strengthening the marketing and management of tourist sites.
- *Component 3: Industry Competitiveness.* This component entails two groups of activities aimed at: (a) boosting association and enterprise development and (b) integrating innovative financial services and increasing private sector investment.
- *Component 4: Human Resources and Sector Support.* This component consists of two sets of activities aimed at: (a) developing human resources and quality assurance and (b) building awareness in Jordan.
- *Component 5: Program Support.* This component provides cross-cutting support related to: (a) grants, (b) gender mainstreaming, (c) environmental compliance, and (d) training.

The Beneficiary is an eligible organization that has been awarded a grant, hereinafter referred to as the “Grant”, based on an application that met the evaluation criteria specified by the Siyaha Grants Operations Manual. All actions of both parties with respect to that Grant shall be the governed by the terms and conditions set forth herein, including all annexes, appendices and other attachments hereto. These terms and conditions have been agreed to by both parties as evidenced by the signatures of their authorized agents below.

THE SCHEDULE: TERMS AND CONDITIONS

1. **Effective Date of this Agreement.** The effective date of this Agreement is the date on which the abovementioned authorized agents affix their signature below.

2. **Authority of Agents.** Each party hereby covenants to the other that the above named authorized Agents who have signed on behalf of each party below each have unrestricted and full authority to represent their respective organizations in all matters related to this Grant Agreement.
3. **Order of Precedence of Incorporated Documents.** The following documents, hereinafter referred to as “Incorporated Documents”, are hereby agreed to be an integral part of this Agreement.
 - a. The Schedule
 - b. USAID ADS 303
 - c. Program Description (including Annexes)
 - d. Standard Provisions

In the event that it be determined that there exists a conflict of intent or interpretation between any sections of this Agreement and any section of Incorporated Documents, the order of precedence shall be: First, the Schedule; second, USAID; ADS 303, third, the Standard Provisions, and fourth, the Program Description, including its Annexes.

4. **Grant Tracking Number.** All future correspondence between the parties related to this Grant and the activities of the Beneficiary under this Grant shall be referenced using the following Grant Number *ABC-DEF-KLM-XYZ*.
5. **Period of the Grant.** Unless otherwise modified in writing by Chemonics, the period of the Grant shall commence on the Effective Date specified in 1. above and shall end on *mo.da.year*, hereinafter referred to as the “Grant Completion Date”. It is hereby agreed that all activities financed with Grant funds under this Agreement will be completed on or before the specified Grant Completion Date and no expenditures for goods or services after the Grant Completion Date shall be reimbursable under the Grant.
6. **Approved Total Grant Funding and Current Obligated Amount.** The approved total grant funding, hereinafter referred to as “Approved Total Grant Funding”, shall be in the amount of up to *XXX,XXX.00* in Jordanian Dinars (JD). This is the maximum amount of support to be funded by the Siyaha under the grant. This value shall not be exceeded unless subsequently modified in writing by Chemonics. This grant is incrementally funded. The availability of grant funding is subject to the availability of funding from USAID. Chemonics hereby obligates the amount of \$ _____ equivalent to xx in JD for program expenditures during the period set forth in 7. The recipient will be given written notice by the Grants Manager if additional funds will be added. Chemonics is not obligated to reimburse the recipient for the expenditure of amounts in excess of the total obligated amount. The total amount of contributions to the Program by the grantee is, \$ _____, equivalent to xx in Jordanian Dinars (JD). The total percentage of the Program funded by the beneficiary is ____% percent.
7. **Grant Expenditure Schedule.** A monthly schedule of expenditures is included in the Program Description attached to this agreement. That schedule of expenditures, herein referred to as the “Projected Grant Expenditure Schedule”, has been derived from the Beneficiary’s Business Plan and has been mutually agreed between the parties. It lists the categories of Allowable Costs permitted for reimbursement under this Agreement.
8. **Allowable Costs.** The Beneficiary shall neither request reimbursement of, nor be reimbursed for, expenditures incurred that are not allowable costs under this Agreement or that are in excess of the Approved Total Grant Funding.

9. **Objective of Grant.** The objective of this grant is to support the implementation of XYZ, which are consistent with international “best practice” as acceptable to the Siyaha , and which are more specifically described in the Beneficiary’s Business Plan, as amended. The Beneficiary’s Business Plan has been the basis for approval of this grant, and is included as part of the required attachments entitled Program Description.
10. The Beneficiary hereby agrees that all funding disbursed under this Agreement shall be used exclusively towards the attainment of this objective. Furthermore, if at any time the Beneficiary should determine that achievement of this objective is no longer reasonably feasible, for any reason, the Beneficiary's Agent hereby agrees to notify Chemonics in writing of this determination immediately.
11. **Rights of Visitation and Inspection.** In accordance with Grants Management and Administration Section, the Beneficiary hereby grants Chemonics and its auditor(s) the right of direct, unrestricted access to any Beneficiary offices which are involved with the implementation of activities which have been paid for in part or in full using funds disbursed under this Agreement, including but not limited to, the right of direct and unrestricted access to all Beneficiary financial records, reports and supporting documentation related to funds disbursed under this Agreement.
12. **Beneficiary Fiduciary Responsibilities.** In accordance with Attachment 1: Grants Management and Administration hereto, the Beneficiary hereby accepts full responsibility for the:
- a. Establishment of a separate and segregated financial accounting system that will effectively and properly record and report the deposit and expenditure of all funds disbursed under this Agreement. For purposes of control and review this may be a simple dual entry ledger and journal system that meets generally accepted accounting standards and the financial control requirements specified in Attachment 2 hereto;
 - b. Proper, fully documented expenditure of any funds advanced or otherwise disbursed under this Agreement only for Allowable Costs as described in this Agreement;
 - c. Accurate accounting for all funds advanced or otherwise disbursed under this Agreement as per guidelines established by USAID;
 - d. Full, transparent, accountable and timely reporting to the Siyaha of all funds advanced or otherwise disbursed under this Agreement in accordance with the financial and programmatic reporting requirements specified in Attachment 2 hereto.
 - e. **Financial & Programmatic Reporting Requirements.** The Beneficiary hereby agrees that it will follow the financial and programmatic reporting requirements specified in the grant agreement and following this schedule at a minimum: Monthly financial reports to include the bank reconciliation, timesheets, procurement documentation, and all other back up documents, quarterly technical reports, and final completion reports.

The Beneficiary hereby acknowledges its full understanding of the following:

- that Siyaha is prepared to provide the Beneficiary with the resources to establish the accounting and other systems necessary for the Beneficiary to meet the abovementioned responsibilities;
- that prior to the disbursement of any funds under this Agreement, the Siyaha will determine what steps, if any, are necessary to bring the Beneficiary’s administrative and financial systems into full compliance with USAID accountability and reporting requirements;
- that based on that determination, it is the Beneficiary’s responsibility to adopt and implement the systems recommended by the Siyaha as necessary to exercise effective control over, and accountability for, expenditures, property and other sustainable program assets funded under this Agreement;

- that its failure to fully execute the abovementioned responsibilities will result in Chemonics requesting the Beneficiary to refund some or all of the funds disbursed under this Agreement;
- that the Beneficiary hereby promises to make such refunds immediately if requested by Chemonics; and
- that its failure to fully execute the above mentioned responsibilities will result in the termination of this Agreement by Chemonics and could result in the Beneficiary being denied further funding from USAID and other donor organizations.

13. Accounting Systems and Control. In accordance with Mandatory Standard Provision 2, the Beneficiary hereby agrees to establish the systems of accounting and financial control specified in Attachment 2 hereto including, but not limited to, the separate, special bank account for the purpose of depositing and expending the funds disbursed to the Beneficiary under this Agreement. No other funding shall be deposited into this account and no expenditures shall be paid for from this account that are not for Allowable Costs under this Agreement. The Beneficiary upon the opening of the account shall provide the names and titles of those Beneficiary employees having signing authority over this bank account to Chemonics.

14. Grant Disbursement Procedures. The Beneficiary will be reimbursed for Allowable Costs expended during the duration of the grant in the following manner:

- **Payment via Advance and Subsequent Advance Liquidation.** Payment in Jordanian Dinars by check payable to the Beneficiary in the form of an advance which the beneficiary shall liquidate by subsequent presentation of bona fide receipts evidencing payment for the Allowable Costs expended; and/or
- **Payment via Expense Reimbursement.** Payment in Jordanian Dinars by check payable to the Beneficiary against presentation of bona fide receipts for Allowable Costs expended; and/or
- **Payment via Direct Vendor Payment.** Payment in Jordanian Dinars by check payable to the vendor(s) specified by the Beneficiary against bona fide invoices which has been endorsed by the Beneficiary organization and to which a statement signed by the Beneficiary is attached that states that the goods and services provided by the vendor(s) have been received by the Beneficiary organization. In certain instances, an advance or deposits may be called for to prompt action by a vendor. In such cases, such payments may be authorized against the documentation specified above, or using a combination of one or more of the payment methods above.

All requests for payments as specified above shall be made to the Grants Manager of the Siyaha at the Siyaha 's offices.

15. Procurement Activities. The Beneficiary hereby agrees that it will follow the procurement policies described either directly or by references in Attachment 2 hereto.

16. Drug Free Workplace. The Beneficiary hereby agrees that it will maintain a drug free workplace, will follow the guidelines provided in Attachment 2 hereto, and that it will sign and return 5 to the Siyaha.

17. Debarment and Suspension Certification. The Beneficiary hereby agrees that it will sign Attachment 2 hereto and return it to the Siyaha .

18. Modification. This Grant Agreement may only be modified by issuance of a formal written Agreement Modification Notice approved by the Grants Evaluation Committee and signed jointly by

authorized agents representing Chemonics and the Beneficiary. USAID's CTO approval is required for all modifications exceeding \$10,000.

19. **Grant Termination, Suspension, and Default of Grant Provisions.** This Grant Agreement may be terminated or suspended for an indefinite period with 30 days advance written notice by Chemonics or the Beneficiary:
- a) **For Cause.** Should Chemonics or the Beneficiary determine that:
it is unlikely that the "Objective of Grant" will be achieved, and/or if any of the Terms and Conditions of this Agreement are not adhere to by either party;
 - b) **For Convenience.** In the event the U.S. Government or the Government of Jordan stops, delays, or transfers the services of or funding to, the Siyaha for any reason. Chemonics serves at the convenience of USAID, and may be impeded by the actions of USAID in executing this Grant Agreement;
 - c) **For Mutual Convenience.** The parties may withdraw from this agreement by mutual consent affirmed in writing.
 - d) **For Force Majeure.** By written notice by either party of the occurrence of an event of "force majeure", that is, an event that prevents completion of the grant activities or prevents grant funding that is beyond the control and without the fault of either party. Examples of such causes include, but are not limited to, (i) acts of God or public enemy; (ii) acts of the U.S. or Jordanian Governments in either their Sovereign or contractual capacities; (iii) fires; (iv) floods; (v) epidemics; (vi) quarantine restrictions; (vii) strikes; (viii) freight embargoes; (ix) unusually severe weather; and (x) delays of subcontractors or suppliers at any tier from enforceable causes beyond the control and without the fault or negligence of both the Beneficiary and its subcontractors or suppliers.
 - e) The Beneficiary hereby agrees that it will hold Chemonics blameless in the event of termination or suspension of this Agreement for any reason.
20. **Liability.** Pursuant to Mandatory Standard Provision 13, Non-liability, The Beneficiary hereby agrees that under no circumstances will it hold either Chemonics or the Siyaha liable for any third-party claims for damages arising from the implementation of any activity funded under this Agreement. The Beneficiary assumes full responsibility for compliance with the laws and regulations of the Government of Jordan.
21. **Arbitration.** Pursuant to Mandatory Standard Provision 6, Disputes, in the event that any dispute arises concerning any aspect of this Grant Agreement that is not specifically addressed in these Terms and Conditions, it is hereby agreed that an *ad hoc* committee comprising a representative of USAID, Chemonics, and the Beneficiary will serve as the final and binding arbiter of such dispute. The USAID representative will chair the committee and will have final authority in resolving any disputes, unless, within 30 days after receipt of a written copy of the USAID representatives decision, the Beneficiary appeals the decision to the USAID Deputy Administrator for Management, USAID Washington, DC, whose decision shall be final.
22. **Grant Completion Report.** Within 30 calendar days after the "Grant Completion Date", the Beneficiary shall submit three typed-written copies of a Grant Completion Report that will include, but is not limited to, the following sections:
- a. Summary of its Activity Objective Achievements
 - b. Summary of its Activity Implementation Process
 - c. Lessons Learned and Recommendations.
 - d. Public Dissemination Process

e. Final Grant Funds Reconciliation

- 23. **Statement of Agreement.** After having carefully studied the entirety of this Agreement, the undersigned, as authorized Agents of their respective organizations, fully and unconditionally agree with all of the above and by signature hereto bind their respective organizations to the terms and conditions of this Grant Agreement.
- 24. **Observer for Board Meetings.** A representative of the Siyaha shall be invited, as an observer, to attend meetings of the Board of Directors of the Beneficiary, and its Executive Committee, if one exists, and shall be fully apprised of the activities of the Beneficiary in order for the observer, at a Directors’ request, to consult with the Directors at such meetings.
- 25. **Standard Provisions.** Attachment 3 hereto contains both Mandatory and Optional Standard Provisions applicable to this Grant. This Grant is being awarded and administered by Chemonics as an authorized USAID Contractor. Although USAID expects not to become substantially involved in the administration of this Grant, it is understood and agreed that USAID may, at its discretion, supersede any decision, act or omission taken by Chemonics in respect of this Grant, provided USAID acts in accordance with the Grant provisions and in a timely manner. References to the “USAID Agreement Officer” or “Grant Officer” and “USAID” or “AID” in such Standard Provisions shall hereby be deemed to refer, respectively, to the Siyaha Grants Manager.

ON BEHALF OF THE BENEFICIARY

For: *XYZ Organization*
By: *XYZ Person*

ON BEHALF OF CHEMONICS

For: Chemonics International Inc.
By: Ibrahim K. Osta

Signature
Title: *XYZ Title*
Date Signed: _____
Effective Date
Place Signed: Amman, Jordan

Signature
Title: Chief of Party
Date Signed: _____
Effective Date
Place Signed: Amman, Jordan

Attachments:

- Appendix A Strategic Business Plan
- Appendix B Program Description
- Appendix C Projected Grant Expenditure Schedule and Milestone Chart
- Appendix D Detailed Budget and Summary

Attachment 1: Grants Management and Administration: Reference Materials (Required for Grantee’s Understanding during Implementation) and appendices

The following appendices are to be attached to each grant agreement. The beneficiary is required to have read and fully understood all information presented and then sign at the bottom. In the event that an annex is not signed, the grant award will be withdrawn.

Attachment 2: Required Appendices for all grants

- 1: Drug Free Workplace Certification
- 2: Debarment and Suspension Certification
- 3: Local Cost Financing
- 4: Cost Sharing
- 5: Certification regarding Terrorist Financing

Attachment 3: Mandatory and Optional Standard Provisions
USAID ADS 303 (located at <http://www.usaid.gov/policy/ads/300/303.pdf>)

Distribution:

- One Original Copy to the Beneficiary
- One Original to the Siyaha
- One Copy to USAID
- One Copy to Chemonics

Annex 6: Instructions for environmental review of SIYAHA Tourism Development Project activities

I. Background

This form must be completed prior to finalizing all SIYAHA Siyaha (hereinafter referred to as SIYAHA) Memorandums of Understanding (MOUs), subcontracts, grants applications and/or grants, or developing other forms of technical assistance not covered under MOUs. Mitigation and monitoring described in this document shall become a part of the MOU, subcontract or grant, and implementation of mitigation and monitoring measures is the responsibility of SIYAHA clients/partners, in collaboration with SIYAHA.

The MOU, subcontract or grant cannot be approved and no “irreversible commitment of resources” can be made until the environmental documentation, including any mitigation measures, is approved by the SIYAHA Chief of Party (COP), and in certain cases, by the USAID Mission Environmental Officer (MEO) and USAID Cognizant Technical Officer (CTO).

If the activities are found to have significant adverse impacts, a full Environmental Assessment (EA) must be conducted. SIYAHA will confer with the applicant in such a case to determine next steps.

SIYAHA staff should be familiar with the SIYAHA Initial Environmental Examination (IEE) and mitigation measures required by that document. For activities that fall within categories described in the IEE, mitigation measures required by the IEE shall be integrated into the MOU, subcontract or grant activities. With implementation of these mitigation measures, significant adverse impacts are not expected to result (activities would be considered low or moderate risk according to the screening form). If MOU, subcontract or grant activities are significantly different from those considered in the IEE, additional mitigation measures may be necessary.

USAID clearance is required for:

- 1) All high risk activities
- 2) All moderate risk activities that are significantly different from those already evaluated in the SIYAHA IEE.

II. Instructions

1. Complete section A of Environmental Review Form (ERF), attached in Form A.

2. List all proposed partner activities in the first column of section B or the ERF. Include all project phases (i.e. planning, design, construction, operation and maintenance). Ancillary activities should also be included. These are activities that are required to successfully implement the primary activity. Examples include building or improving a road so that heavy vehicles can reach the project site, excavation of fill material or gravel for construction, provision of electricity, water, or sewage facilities, disposal of solid waste, etc.

3. In the second column of section B of the ERF, designate the risk level associated with proposed activities, using the following table:

<p>Very low-risk activities -Activities with low potential for adverse biophysical or health impacts</p>	<p>High-risk activities -Activities with high potential for adverse biophysical or health impacts</p>	<p>Moderate risk activities -Activities with moderate potential for adverse biophysical or health impacts <i>-If any of the activities listed in this table may adversely impact (1) protected areas, (2) other sensitive environmental areas, or (3) threatened and endangered species and their habitat, these activities are high risk</i></p>
<p>Provision of education, technical assistance, or training. (activities directly affecting the environment do not qualify.)</p> <p>Community awareness initiatives.</p> <p>Controlled agricultural experimentation exclusively for the purpose of research and field evaluation confined to small areas (normally under 4 ha./10 acres). This must be carefully monitored and no protected or other sensitive environmental areas may be affected).</p> <p>Technical studies and analyses and other information generation activities not involving intrusive sampling of endangered species or critical habitats.</p> <p>Document or information transfers.</p> <p>Nutrition, health care or family planning, EXCEPT when (a) some included activities could directly affect the environment (construction, water supply systems, etc.) or (b) biohazardous (esp. HIV/AIDS) waste is handled or blood is tested.</p> <p>Rehabilitation of water points for domestic household use, shallow, hand-dug wells or small water storage devices. Water points must be located where no protected or other sensitive environmental areas could be affected. NOTE: USAID guidance on potable water requires water quality testing for arsenic, coliform, nitrates and nitrites.</p> <p>Small-scale construction. Construction or repair of facilities if total surface area to be disturbed is under 10,000 sq. ft. (approx. 1,000 sq. m.) (and when no protected or other sensitive environmental areas could be affected).</p> <p>Intermediate credit. Support for intermediate credit arrangements (when no significant biophysical environmental impact can reasonably be expected).</p>	<p>River basin development</p> <p>New lands development</p> <p>Planned resettlement of human populations</p> <p>Penetration road building, or rehabilitation of roads (primary, secondary, some tertiary) over 10 km length, and any roads which may pass through or near relatively undegraded forest lands or other sensitive ecological areas</p> <p>Substantial piped water supply and sewerage construction</p> <p>Major bore hole or water point construction</p> <p>Large-scale irrigation</p> <p>Water management structures such as dams and impoundments</p> <p>Drainage of wetlands or other permanently flooded areas</p> <p>Large-scale agricultural mechanization</p> <p>Agricultural land leveling</p> <p>Procurement or use of restricted use pesticides, or wide-area application in non-emergency conditions under non-supervised conditions. (Consult MEO.)</p> <p>Light industrial plant production or processing (e.g., sawmill operation, agro-industrial processing of forestry products, <u>tanneries, cloth-dyeing operations</u>).</p> <p>High-risk and typically not funded by USAID:</p> <p>Actions affecting protected areas and species. Actions determined likely to significantly degrade protected areas, such as introduction of exotic plants or animals Actions determined likely to jeopardize threatened and endangered species or adversely modify their habitat (esp.</p>	<p>Small-scale agriculture, NRM, sanitation, etc. (You may wish to define what "small scale" means for each activity)</p> <p>Agricultural experimentation. Controlled and carefully monitored agricultural experimentation exclusively for the purpose of research and field evaluation of MORE than 4 ha. NOTE Biotechnology/GMOs: No <i>biotechnology testing or release</i> of any kind are to take place within an assisted country until the host countries involved have drafted and <i>approved</i> a regulatory framework governing biotechnology and biosafety. All USAID-funded interventions which involve biotechnologies are to be informed by the ADS 211 series governing "Biosafety Procedures for Genetic Engineering Research." In particular this guidance details the required written approval procedures needed before transferring or releasing GE products to the field.</p> <p>Medium-scale construction. Construction or rehabilitation of facilities or structures in which the surface area to be disturbed exceeds 10,000 sq. ft (1000 sq meters) but funding level is \$200,000 or less. (E.g. small warehouses, farm packing sheds, agricultural trading posts, produce market centers, and community training centers.)</p> <p>Rural roads. Construction or rehabilitation of rural roads meeting the following criteria:</p> <ul style="list-style-type: none"> ▪ Length of road work is less than ~10 km ▪ No change in alignment or right of way ▪ Ecologically sensitive areas are at least 100 m away from the road and not affected by construction or changes in drainage. ▪ No protected areas or relatively undegraded forest are within 5 km of the road.

<p>Very low-risk activities -Activities with low potential for adverse biophysical or health impacts</p>	<p>High-risk activities -Activities with high potential for adverse biophysical or health impacts</p>	<p>Moderate risk activities -Activities with moderate potential for adverse biophysical or health impacts <i>-If any of the activities listed in this table may adversely impact (1) protected areas, (2) other sensitive environmental areas, or (3) threatened and endangered species and their habitat, these activities are high risk</i></p>
<p>Maternal and child feeding conducted under Title II of Public Law 480.</p> <p>Title II Activities. Food for development programs under Title III of P.L. 480, when no on-the-ground biophysical interventions are likely.</p> <p>Capacity for development. Studies or programs intended to develop the capability of recipients to engage in development planning. (Does NOT include activities directly affecting the environment)</p> <p>Small-scale Natural Resource Management activities for which the answer to ALL SUPPLEMENTAL SCREENING QUESTIONS (see instruction Form A) is “NO.”</p>	<p>wetlands, tropical forests)</p> <p>Activities in forests, including:</p> <ul style="list-style-type: none"> ▪ Conversion of forest lands to rearing of livestock ▪ Planned colonization of forest lands ▪ Procurement or use of timber harvesting equipment ▪ Commercial extractin of tiber ▪ Construction of dams or other water control structures that flood relatively undegraded forest lands <p>Construction, upgrading or maintenance of roads that pass through relatively non-degraded forest lands. (Includes temporary haul roads for logging or other extractive industries)</p>	<p>Title II and III Small-Scale Infrastructure. Food for Development programs under Title II or III, involving small-scale infrastructure with the known potential to cause environmental harm (e.g., roads, bore holes).Quantity imports of commodities such as fertilizers</p> <p>Sampling. Technical studies and analyses or similar activities that could involve intrusive sampling, of endangered species or critical habitats. (Includes aerial sampling.)</p> <p>Water provision/storage. Construction or rehabilitation of small-scale water points or water storage devices for domestic or non-domestic use. (Covers activities NOT included under “Very low risk activities” above.)</p> <p>NOTE: USAID guidance on water quality requires testing for arsenic, nitrates, nitrites and coliform bacteria.</p> <p>Support for intermediate credit institutions when indirect environmental harm conceivably could result.</p> <p>Institutional support grants to NGOs/PVOs when the activities of the organizations are known and may reasonably have adverse environmental impact.</p> <p>Pesticides. Small-scale use of USEPA-registered, least-toxic general-use pesticides. Use must be limited to NGO-supervised use by farmers, demonstration, training and education, or emergency assistance.</p> <p>NOTE: Environmental review (see step 5) must be carried out consistent with USAID Pesticide Procedures as required in Reg. 16 [22 CFR 216.3(b)(1)].</p> <p>Nutrition, health care or family planning, if (a) some included activities could directly affect the environment (e.g., construction, supply systems, etc.) or (b) biohazardous healthcare waste (esp. HIV/AIDS) is produced, syringes are used, or blood is tested.</p>

(This list of activities is taken from the text of 22 CFR 216 and other applicable laws, regulations and directives)

4. *Determine whether an Environmental Review Report (ERR) is applicable/required.*

- If all activities are very low risk then no further review is necessary. In section C of the ERF, check box labeled very low risk activities and proceed to step eight of these instructions.
- If any activities are unknown or moderate risk an ERR addressing these activities must be completed. Proceed to the section five of the instructions.
- If any activities are high risk, USAID regulations usually require a full environmental assessment study (EA). Because these activities are assumed to have a high probability of causing significant, adverse environmental impacts, they are closely scrutinized. Any proposed high-risk activity should be discussed in advance with USAID. In certain instances it is possible that effective mitigation and monitoring can reduce or eliminate likely impacts so that a full EA will not be required. If the applicant believes this to be the case, the ERR must argue this case clearly and thoroughly.

5. *Preparing an Environmental Review Report (ERR).* The ERR presents the environmental issues associated with the proposed activities. It also documents mitigation and monitoring commitments. Its purpose is to allow the applicant and USAID to evaluate the likely environmental impacts of the project. For moderate risk activities, the ERR is typically a two to three page document. The ERR will typically be longer when (1) activities are of higher or unknown risk, and (2) when a number of impacts and mitigation measures are being identified and discussed.

The ERR follows the outline below:

A. Summary of Proposal. Summarize background, rationale and outputs/results expected.

B. Description of activities. For all moderate and high-risk activities listed in Table 1, succinctly describe location and surroundings (include a map, even a sketch map). Provide both quantitative and qualitative information about actions needed during all project phases and who will undertake them. If various alternatives have been considered and rejected because the proposed activity is considered more environmentally sound these should be elaborated.

C. Environmental Situation and Host Country environmental requirements. Describe the environmental characteristics of the site(s) where the proposed activities will take place. Focus on site characteristics of concern—e.g., water supplies, animal habitat, steep slopes, etc. With regard to these critical characteristics, is the environmental situation at the site degrading, improving, or stable? In this section, also describe applicable host country environmental regulations, policies and practices.

D. Evaluation of Activities and Issues with Respect to Environmental Impact Potential. Include impacts that could occur before construction starts, during construction and during operation, as well as any problems that might arise with abandoning, restoring or reusing the site at the end of the anticipated life of the facility or activity. Explain direct, indirect, induced and cumulative effects on various components of the environment (e.g., air, water, geology, soils, vegetation, wildlife, aquatic resources, historic, archaeological or other cultural resources, people and their communities, land use, traffic, waste disposal, water supply, energy, etc.)

E. Environmental Mitigation Actions (including monitoring). Provide a workplan and schedule identifying the following:

- **Mitigation measures:** Identify the means taken to avoid, reduce or compensate for impacts. (For example, restoration of borrow or quarry areas, replanting of vegetation, compensation for any relocation of homes and residents.) If standard mitigation or best practice guidance exists and is being followed, cite this guidance.
- **Monitoring:** Indicate how mitigation measures will be monitored to ensure that they accomplish their intended result. If some impacts are uncertain, describe the monitoring which will be conducted to identify and respond to these potential impacts.
- **Responsible parties:** Identify *who* will undertake mitigation and who will conduct the monitoring, and at what frequency.

F. Other Information. Where possible and as appropriate, include photos of the site and surroundings; maps; and list the names of any reference materials or individuals consulted.

6. Determination of impacts of high and unknown or moderate risk activities. For each high-risk, unknown, or moderate risk activity, the ERR will guide the categorization of the proposed activity into one of the three following determinations. These determinations are to be noted in section B of the ERF. To ensure compliance, the SIYAHA Technical Component Leader will conduct or oversee periodic reviews of the checklists and small grants activities. Pursuant to 22 CFR 216.3(a)(9), if new information becomes available that indicates that any of the proposed actions might be “major” and their effects “significant”, the grantee shall make the SIYAHA Grants Manager aware of these actions and potential effects, so that SIYAHA Grants Manager can carry out an environmental assessment.

A. No significant adverse impacts. The activity in question will not result in significant, adverse environmental impacts. Special mitigation or monitoring is not required. Typically, this conclusion is not appropriate for high-risk activities.

B. No significant adverse impacts given specified mitigation and monitoring With mitigation and monitoring as specified in the Environmental Review Report, the activities in question will not result in significant adverse environmental impacts.

C. Significant adverse impacts. The activities in question are likely to cause significant adverse environmental impacts and cannot be mitigated with best practices or other measures. A full environmental assessment will be required.

7. Summarize recommended determinations. In section C of the ERF summarize recommended determinations by checking ALL categories indicated by section B.

8. Sign certifications in Section D.

9. Submit form and attach ERR if applicable.

Form A. Environmental Review Form for SIYAHA MOUs, Subcontracts, Grants, and other technical assistance

A. Applicant information

Organization		Parent grant or project	
Primary contact and title		Primary contact address, phone and email	
Proposed activity (brief description)		Amount of funding requested	
Location of proposed activity		Start and end date of proposed activity	

B. Activities, screening results, and recommended determination

Proposed activities (continue on separate sheet if necessary)	Screening result (Step 3 of instructions)			Recommended Determinations (Step 6 of instructions. Complete for all moderate/unknown and high-risk activities)		
	Very Low Risk	High-Risk*	Moderate or unknown risk*	No significant adverse impact	With specified mitigation, no significant adverse impact,	Significant Adverse impact
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

*These screening results require completion of an ERR

C. Summary of recommended determinations (check ALL that apply)

The proposal contains the following:	(equivalent Regulation 216 terminology)
<input type="checkbox"/> Very low risk activities	<i>categorical exclusion(s)</i>
<input type="checkbox"/> After environmental review, activities determined to have no significant adverse impacts *	<i>negative determination(s)*</i>
<input type="checkbox"/> After environmental review, activities determined to have no significant adverse impacts, given specified mitigation and monitoring *	<i>negative determination(s) with conditions*</i>
<input type="checkbox"/> After environmental review, activities determined to have significant adverse impacts *	<i>positive determination(s)*</i>

*These screening results require completion of an ERR

D. Certification:

I, the undersigned, certify that:

1. The information on this form is correct and complete
2. The following actions have been and will be taken to assure that the activity complies with environmental requirements established for this Project:
 - Those responsible for implementing this activity have received training in environmental review and training and/or documentation describing essential design elements and best practices for activities of this nature.
 - These design elements and best practices will be followed in implementing this activity.
 - Any specific mitigation or monitoring measures described in the Environmental Review Report will be implemented in their entirety.
 - Compliance with these conditions will be regularly confirmed and documented by on-site inspections during the activity and at its completion.

(Signature)

(Date)

(Print name)

Note:

USAID CTO and MEO approval required for:

- 1) Activities considered high risk;*
- 2) Activities considered moderate risk IF these activities are significantly different from activities already evaluated in the SIYAHA IEE.*

If screening results for any activity are high risk, moderate or unknown risk this form must be submitted with a completed ERR.

FOR USAID USE ONLY

Clearance record

USAID CTO* <input type="checkbox"/> Clearance given <input type="checkbox"/> Clearance denied	(print name)	(signature)	(date)
USAID MEO* <input type="checkbox"/> Clearance given <input type="checkbox"/> Clearance denied	(print name)	(signature)	(date)
USAID REO** <input type="checkbox"/> Clearance given (Clearance denied	(print name)	(signature)	(date)
USAID BEO** (Clearance given (Clearance denied	(print name)	(signature)	(date)

* Required for all high risk activities; and for moderate risk activities that are significantly different from activities already evaluated in the SIYAHA IEE.

**REO & BEO approval required for all “high risk” screening results and for determinations of “significant adverse impacts.”

Form B: Supplemental instructions for Natural Resources Management Activities

Background

This supplement to the instructions for environmental review of SIYAHA program activities is to be used for natural *resources-based activities*, including:

- Community-Based Natural Resource Management (CBNRM)
- Ecotourism
- Natural resources-based enterprise development with micro- and small enterprises

This supplement provides additional questions to ascertain whether these proposed activities should be categorized as very low risk:

- If the answers to all the questions that follow are “NO,” then the proposed natural resource-based activity is considered very low risk.

If the answer to ANY question is “YES,” the activity cannot be considered very low risk.

Answer Yes or NO for all the following questions:	YES	NO
Natural Resources		
Accelerate erosion by water or wind?		
Reduce soil fertility and/or permeability?		
Alter existing stream flow, reduce seasonal availability of water resources?		
Potentially contaminate surface water and groundwater supplies?		
Involve the extraction of renewable natural resources?		
Lead to unsustainable use of renewable natural resources such as forest products?		
Involve the extraction of non-renewable natural resources?		
Restrict customary access to natural resources?		
Reduce local air quality through generating dust, burning of wastes or using fossil fuels and other materials in improperly ventilated areas?		
Affect dry-season grazing areas and/or lead to restricted access to a common resource?		
Lead to unsustainable or unnecessarily high water extraction and/or wasteful use?		
Ecosystems and Biodiversity		
Drain wetlands, or be sited on floodplains?		
Harvest wetland plant materials or utilize sediments of bodies of water?		
Lead to the clearing of forestlands for agriculture, the over-harvesting of valuable forest species?		
Promote in-forest bee keeping?		
Lead to increased hunting, or the collection of animals or plant materials?		
Increase the risks to endangered or threatened species?		
Introduce new exotic species of plants or animals to the area?		
Lead to road construction or rehabilitation, or otherwise facilitate access to fragile areas (natural woodlands, wetlands, erosion-prone areas)?		
Cause disruption of wildlife migratory routes?		
Agricultural and Forestry Production		
Have an impact on existing or traditional agricultural production systems by reducing seed availability or reallocating land for other purposes?		
Lead to forest plantation harvesting without replanting, the burning of pastureland, or a reduction in fallow periods?		
Affect existing food storage capacities by reducing food inventories or encouraging the incidence of pests?		
Affect domestic livestock by reducing grazing areas, or creating conditions where livestock disease problems could be exacerbated?		
Involve the use of insecticides, herbicides and/or other pesticides?		
Community and Social Issues		
Have a negative impact on potable water supplies?		
Encourage domestic animal migration through natural areas?		
Change the existing land tenure system?		
Answer Yes or No for all the following questions:	YES	NO
Increase in-migration to the area?		
Create conditions that lead to a reduction in community health standards?		
Lead to the generation of non-biodegradable waste?		
Involve the relocation of the local community?		
Potentially cause or aggravate land-use conflicts?		

Appendix A Strategic Business Plan

Please attach to this form your organizations strategic business plan.

**Appendix B Program Description
(Business Plan)**

In this attachment, the Beneficiary describes in detail the proposed business plan against which the grant is made, and includes the grant expenditure schedule. Be certain to consult Annex A-5a.

The proposed business plan (activity to be funded by the grant) must be based on the Beneficiary’s active strategic plan (overall long-range plan for the organization).

Appendix C Projected (Forecasted) Grant Expenditure Schedule & Mile Stone Chart

SUBJECT: GRANT NO. (ABC-DEF-KLM-XYZ)
 ORGANIZATION:
 GRANT PURPOSE:

For the month or period beginning _____MM/YYYY_ and ending ____MM/YYYY_____

Projected Grant Expenditure Statement

Budget line items	Grant Agreement Funds (JD)					Counterpart Funds (JD) Cost Sharing Amount		
	Approved Budget SIYAHA	Previous Cumulative Expenditures	Projected Expenditures This Period	Cumulative Expenditures To – date	Budgeted Funds Remaining	Approved Budget SIYAHA	Expenditures this Period	Cumulative Total Expenditures

I, the undersigned, certify that 1) the above information is correct based on our budget, and that upon request, supporting documentation will be furnished to SIYAHA , 2) all expenditures have been made according to the terms of the Grant Agreement, and 3) in the event of disallowed costs a prompt refund will be made to Siyaha.

Signature of Chief of Party

Date

Projected Grant Milestones Chart (Technical and Financial)

(Grant Budget per Month included here along with Milestones Chart)

The grantee is given an initial advance (called Obligation #1). Should the grantee not meet or exceed 100% of the specified milestone set for Obligation #1, then the next amount to be obligated (Obligation #2) will be frozen until the grantee proposes corrective actions to Siyaha to rectify the missed target. If Siyaha and the grantee are in agreement with the proposed actions, Siyaha will obligate 50% of the next obligation (Obligation #2) until the past target is fully met. When the past target is met in full, then the remaining 50% of the Obligation #2 will be added to the next obligation (Obligation #3) to be advanced. If the past target (for Obligation #2) is not met in full within the next quarter, then that 50% that obligation (Obligation #2) will be deducted from the total grant amount. If all targets are met or exceeded by 100% for all obligation periods, then the eight full amounts of funds will be obligated through the life of the grant.

For the Projected Grant Expenditure Schedule, please see appendix D Milestones charts attached.

SUBJECT: GRANT NO.

ORGANIZATION:

GRANT PURPOSE: The objective of this grant is

For the month or period beginning and ending _____

Appendix D Budget Summary

Use this template for the Budget Summary

Organization: XXXXX					
Purpose:					
Date:					
Item	Cost (JD)	SIYAHA	Organization	Other Sources	Sub- total
Personnel					
Technical Assistance and Training					
Program Activity Expenses					
Equipment					
Travel and Transportation					
Other Direct Costs					
Indirect Costs (Program Development Grants Only)					
Define Other Sources:				SIYAHA total	
				Organization Total	
				Other total	
				Grand Total	

Detailed Budget

Please use this template as guidance for your detailed budget. Use of Microsoft Excel is preferred. (Both a hard and soft copy of your proposed budget and application are required when requesting a Siyaha grant.)

<i>Organization XYZ & Program</i>							
<i>Category</i>	<i>Description</i>	<i>JD</i>	<i>\$</i>	<i>#</i>	<i>Days</i>	<i>\$</i>	<i>JD</i>
Travel and Transportation							
(item xyz)							
Personnel							
(item xyz)							
Equipment							
(item xyz)							
Training and Technical Assistance							
(item xyz)							
Program Activity Costs							
(item xyz)							
Direct Costs							
(item xyz)							
Indirect Costs							
(item xyz)							
<i>Organization Cost Share Total</i>					Total		
<i>Grant Budget Total</i>					Total		

*Exchange rate of .708 will be used until notified otherwise.

Annex A-7 Cost Share Agreement

Date, 200X

Beneficiary Name
Beneficiary Address
XXXX XXXXX

Re: Letter of Agreement for Cost Share Funding

Dear:

Further to the various conversations and correspondence between us, through this Letter of Agreement with XXXXX, hereinafter referred to as the Client, and the Siyaha Siyaha, hereinafter referred to as SIYAHA, hereby agree to work together to expand economic opportunities in the Jordan tourism sector through the following proposed activity:

a. Statement of proposed project.

The obligations and responsibilities of the Client and SIYAHA are detailed in the attachments. The Client's proposal, as approved, forms an integral part of this agreement and the Attachments.

- Attachment I provides statement of purpose, background and proposed activity.
- Attachment II lists items that the Client agrees to provide SIYAHA as Conditions Precedent to the provision of SIYAHA services.
- Attachment III lists the Client's obligations and contributions to the activity described that are not Conditions Precedent but are vital to successfully completing the activity.
- Attachment IV lists the services to be provided by SIYAHA and the proposed timing of these services. The Client acknowledges that SIYAHA's timely and successful performance of its obligations under this Agreement is in part dependent upon the Client fulfilling the above mentioned Conditions Precedent and obligations.
- Attachment V is a Performance Report that the Client agrees to complete and provide to SIYAHA as a Condition Precedent and to update within fifteen days of the end of each calendar quarter during the period of the activity described above.
- Attachment VI lists Standard Terms and Conditions

This Agreement becomes effective on the date that it is signed by SIYAHA and the Client, and shall remain in effect until completion of services identified in Annexes II, III, and IV. If, at any point, SIYAHA determines that the proposed activity is not viable or facts come to light that preclude SIYAHA's continuance, SIYAHA reserves the right to terminate work on the activity, including all forms of support.

SIYAHA will take all reasonable care to ensure the quality of the service provided -- whether information, technical assistance, or some other form -- and will seek Client feedback to ascertain the Client's level of satisfaction. However, no warranty or representation as to the completeness or accuracy of the service provided is made or implied, expressly or otherwise.

We trust the conditions set out above are acceptable to you. Please indicate your acceptance of the above by signing a copy of this letter and returning it to us.

We look forward to the successful completion of the activity.

Sincerely,

Ibrahim Osta
SIYAHA Chief of Party

Name of Authorized Party: _____

Signature of Authorized Party: _____

Date: _____

Cc: Randa Qunsol, SIYAHA Grants Manager

Attachments: Annex A-7a Cost-share Agreement Annexes

Annex A-7a COST-SHARE AGREEMENT ATTACHMENTS

Attachment I Program Description

- STATEMENT OF PURPOSE
- BACKGROUND
- DESCRIPTION OF PROPOSED ACTIVITY
- EXPECTED OUTPUTS
- BUDGET

Attachment II Conditions Precedent

The Client agrees to provide or certify the following in advance of SIYAHA commencing work, unless other timing is indicated:

- eligible organization
- managerial commitment
- organization management has read and understood contents of instruction manual
- that the applicant has not received any funding from SIYAHA for the preparation of its application
- Cover letter and Implementation Plan which outlines in as much detail as possible the program that the organization intends to implement
- organization will share the cost of implementation of the program through cash or in kind contributions to cover operating costs or capital requirements of the proposed program; and
- That the proposed period of funding in the application does not exceed the date of August 31, 2007.

Attachment III Client Obligations and Contributions

Aside from the conditions precedent, the Client agrees and acknowledges the following obligations and to make the stipulated contributions:

(example) To Provide Quarterly Reports to the SIYAHA covering progress on all the activities outlined in Annex I.

(example) Provide a written report at the end of the project activity detailing the program results, lessons learned and conclusions.

Attachment IV SIYAHA Obligations and Contributions

SIYAHA agrees to provide the Client with the following services:

Attachment V

Performance Report

Client Name: _____

Report Date _____

For calendar quarter: _____

Current number of employees:

a. _____ Full time, of which _____ are female.

b. _____ Part time, of which _____ are female.

Total project expenses for this quarter:

Update on progress: _____

Yields for this period: _____

**Attachment VI
Cost Sharing Agreement Standard Terms and Conditions**

52.252-2. CLAUSE INCORPORATED BY REFERENCE (Jun 88). This Contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, SIYAHA will make their full text available.

FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1) CLAUSES:

- 52.203-1 Officials Not to Benefit (Apr 84)
 - 52.203-3 Gratuities (Apr 84)
 - 52.203-4 Covenant Against Contingent Fees (Apr 84)
 - 52.203-13 Procurement Integrity - Service Contracting (Sep 90)
 - 52.212-9 Variation in Quantity (Apr 84) (In the preceding clause, the permissible variations are stated in the schedule)
 - 52.222-3 Convict Labor (Apr 84)
 - 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation -General (Apr 84)
 - 52.222-26 Equal Opportunity (Apr 84)
 - 52.222-36 Affirmative Action for Handicapped Workers (Apr 84)
 - 52.222-40 Service Contract Act of 1965 - Contracts of \$25,000 or Less (Apr 84)
 - 52.222-41 Service Contract Act of 1965 (Apr 84)
 - 52.225-3 Buy America Act - Supplies (Apr 84)
 - 52.232-8 Discounts for Prompt Payment (Apr 84) (With Altern. 1)
 - 52.233-1 Disputes (Apr 84)
 - 52.243-1 Changes - Fixed Price
 - 52.249-1 Termination for the Convenience of the Government (Fixed Price) (Short Form) (Apr 84)
84. The following clauses are added to the above:

(1) FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1) CLAUSES:

- 52.243-07 Notification of Changes (Apr 84)
- 52.246-02 Inspection of Supplies (Apr 84)
- 52.246-04 Inspection of Services (Apr 84)
- 52.249-14 Excusable Delays (Apr 84)

(2) AID ACQUISITION REGULATIONS (48 CFR CHAPTER 7) CLAUSES:

- 752.202-1 Definitions - Alt 70 (Jan 1990) (all AID Contracts)
- 752.7001 Biographical Data (Dec 88)
- 752.7003 Documentation for Payment - Alt 70 (Apr 84)
- 752.7005 Languages, Weights and Measures (Apr 84)
- 752.7006 Notices (Apr 84)
- 752.7008 Use of Government Facilities or Personnel (Apr 84)
- 752.7025 Approvals (Apr 84)
- 752.7026 Reports

DISTRIBUTION:

1. One Original Copy to the Beneficiary
2. One Original Copy to SIYAHA Grants Manager
3. One Copy to USAID/Jordan CTO
4. One Copy to SIYAHA Accountant
5. One Copy to Chemonics Home Office PMU Director

SECTION B: GRANTS FINANCIAL, ADMINISTRATION AND REPORTING REQUIREMENTS

Financial Systems & Control Requirements

- A. **General Controls.** Briefly summarized, the financial management system the Beneficiary implements must contain adequate controls, books and records to ensure the following:
- that all deposits and expenditures related to the Grant are effectively and accurately accounted for;
 - that approved Grant budget by line-item category are not oversubscribed; In the case that a line-item within the Grant Budget is exceeded, the beneficiary must request consent to a revised budget from the Grants Manager in advance.
 - that all property and equipment purchased with funds disbursed under this Agreement are properly identified and accounted for;
 - that all Advance Request Forms are correctly completed;
 - that all financial and other reports are correctly completed and submitted to the Siyaha.
- B. **Accounting Systems and Control.** As a Grant Beneficiary, you must establish systems of accounting and financial control that are compliant with USAID regulations, including, but not limited to:
- The Beneficiary must use a cash accounting system. If the Beneficiary expects to use an accrual accounting system, it must contact the Siyaha for specific technical assistance.
 - The Beneficiary must establish a separate interest-bearing bank account for the purpose of depositing and expending Grant funds disbursed. No other funding shall be deposited into this account and no expenditures shall be paid from this account that are not for Allowable Costs under the Agreement. No funds disbursed under the Agreement may be transferred to other bank accounts owned by the Beneficiary that contain funds from any source other than the Siyaha. If an initial deposit is required to open that account, the Beneficiary may use non-Siyaha funds for this purpose, and the Beneficiary must withdraw those non-Siyaha funds following receipt of the initial disbursement of funds under this Agreement. To the maximum extent practical, all financial transactions for approved Allowable Costs to be funded under this Agreement should be paid by check drawn on the required separate, special bank account payable directly to the vendor or payee. No funds disbursed under this Agreement may be transferred to other bank accounts owned by the Beneficiary that contain funds from any source other than the Siyaha. Charges from the bank and currency exchange fees are Allowable Costs under the terms of this Agreement. The names and titles of those Beneficiary employees who have signing authority over this separate bank account shall be provided to the Siyaha by the Beneficiary upon the opening of the account.
 - The Beneficiary must establish a separate, segregated financial accounting system that will effectively and properly record and report the deposit and expenditure of all funds disbursed, as per USAID established guidelines. This may be a simple dual entry ledger and journal system that meets generally accepted accounting standards and the financial control requirements specified herein.
 - The Beneficiary must establish a transparent, accountable, and responsive system for reporting to the Siyaha on all activities undertaken and funds disbursed according to the financial and programmatic reporting requirements specified herein.
- C. **Interest Earned and Refunds.** Interest earned on advances shall be remitted to USAID upon request. USAID requires full refund by the Beneficiary of any amount that the Beneficiary did not spend in accordance with the terms and conditions of the Grant Agreement. In the event that a final audit has not been performed prior to the closeout of the Grant Agreement, USAID retains the right to

a refund until all claims which may result from the final audit have been resolved between the parties involved.

- D. **Financial Account Coding and Chart of Accounts List.** Coding is the process of allocating transactions to appropriate financial accounts. The Chart of Accounts in this Attachment has been created for your needs as a Grant Beneficiary for reporting expenditures and should be used to code the expenses specified in your Advance Request Form and the Monthly Accounting Report that you are required to send every month to the Grants Manager of the Siyaha. You do not have to use all of the expense accounts as this list has been created to reflect the needs of all grantees under this program.
- E. **Audits.** As a Grant Beneficiary, your organization is subject to any of the following audits:
- **Pre-Award Audit.** Chemonics reserves the right to conduct a pre-award audit, if necessary and for any large grants where funds will be advanced.
 - **Periodic Audits.** Depending on the size of the Grants or grant, together with any funding from other U.S. Government-funded agencies, it is possible that the Beneficiary will be audited. The audit may be interim, also known as a limited scope audit review, a final activity audit, or an organizational audit. *An audit may take place at any time up to three years after the submission of the Grant Completion Report.* Under the terms of this Agreement, the Beneficiary is obligated to maintain all project records for at least that length of time, in such a way that they may be easily accessible to the representatives of Chemonics, the Siyaha or USAID, or any auditors commissioned for the purpose of examining those records. The purpose of an audit is to confirm that the Beneficiary is in substantial compliance with the terms of this Agreement.
 - **Interim Audits.** The limited scope review, or interim audit, is a modestly scaled audit conducted to verify that the Beneficiary has systems and procedures in place to properly process and record financial transactions, to ensure that the terms and conditions of the Grant are met, and to detect any improper use of grant funds. This audit may properly be viewed as offering substantive technical assistance to the organization in order to help the Beneficiary function in the most efficient and effective way possible.
 - **Final Audits.** A final audit may be performed at the end of the program term. This may be routine, or may be performed specifically to address issues of noncompliance that may have been noted during the course of an interim review, as well as any additional issues as determined by Siyaha, or its designee.
- F. **Records Maintenance.** Each Grant Beneficiary is expected to assume full responsibility for effective and proper administration of funds. As mentioned above, the Siyaha reserves the right to audit Beneficiary organizations, on behalf of USAID. The Beneficiary shall maintain books, records, and other documentation including but not limited to:
- For disbursements: the copy of the check, purchase order or bona fide receipts related to all expenditures under any grant. For salary payments, in the event that no receipts are designed, a copy of a typed receipt specifying amount paid, month covering, and employee name will be acceptable if signed by the employee as recipient and the manager of the organization.
 - For deposit of funds: original deposit slip from the bank and copy of any written communications pertaining to this deposit.
 - Monthly bank reconciliation: original bank reconciliation of the “Separate Account” in which the Grants Funds are being managed.

G. **Advances, Advance Requests and Liquidations.** Normally, payments to Beneficiaries are made via advances that are subsequently liquidated with allowable costs supported by bona fide receipts as follows:

- **Grant Advance Requests and Liquidations.** After the Beneficiary has received a grant award letter, the Beneficiary must request an initial advance of funds that will be the amount specified in the first month of activities described in the budget approved as part of the grant award process. That initial grant request and all subsequent grant requests will be made on the Grants Advance Request Form illustrated in Appendix 6 hereto. As each advance is liquidated by the presentation of allowable expenses supported by bona fide receipts, a new advance may be requested using the same form. When subsequent advances are requested, the amount of any unliquidated advances from prior months will be deducted from the advance requested. No advances may remain unliquidated for a period exceeding 90 days. Efficient grants management is evidenced by monthly presentation of liquidation receipts and a new advance request. An electronic copy of the Grant Advance Request Form is available from the Grants Manager.
- **Advance Disbursements Procedures and Grant Expenditure Schedule Updates.** Grant advances will be disbursed in Jordanian Dinars (JD) by a check payable only to the Beneficiary according to the Beneficiary's Grant Expenditure Schedule described in the signed Grant Agreement. Advances will be made for no more than 30 days of expenditures in accordance with the projections in the Schedule. The Siyaha recognizes that this Schedule is an approximate set of projections based on the best estimates at the time of its creation and that over time, the precise expenditure pattern and amounts may change. Therefore, actual advances may vary from those projected in the Schedule by up to 10%, either up or down, provided that the Schedule is updated by the Beneficiary no less than once every six months and that such updates do not result in a increase in the total agreed grant amount.
- **Grant Advance Request and Liquidation Flow Chart.** Grant advance requests must be made to the Grants Manager at the Siyaha offices in Amman, Jordan no later than on Wednesday of the third week of the month. The Siyaha will consolidate all grant requests and initiate a process which causes additional approvals to flow to USAID and its U.S. bank, and funds to flow from its U.S. bank back to the Jordanian bank handling the Siyaha grant operations account. Under normal circumstances, the Beneficiary should receive the advanced funds approximately 15 days after presentation of the advance request, provided that request was placed on time. A sample calendar illustrating the flow of funds over a three month-period is presented at the end of this Attachment. Beneficiaries are advised that if advance requests are sent to the Siyaha office later than the day specified on this chart, the monthly cash flow window will be lost and the Siyaha will not be able to reimburse funds for that specific month. Neither the Siyaha, nor Chemonics International Inc. shall be held responsible for any shortfall in funding for the Beneficiary which may be the result of the Beneficiary's late provision of information necessary to process grant funding in a timely manner, or the result of any action or inaction by USAID which may prevent a timely provision of funding of a grant request.

H. **Periodic Reporting.** The importance of prompt reports cannot be overemphasized. Failure to submit summary narrative and financial reports on a timely basis will result in withholding of advance disbursements. The Beneficiary's Siyaha Component Leader is responsible for verifying that reports are received on time and for reviewing them for completeness and for monitoring progress against the Business Plan. If there are problems in program implementation, if the report is incomplete or if Program Benchmarks have not been met, Siyaha in conjunction with USAID and the Beneficiary will decide the appropriate action to be taken.

I. **Accounting Reports.** The Beneficiary is responsible for delivering to Siyaha’s Grants Manager a Monthly Accounting Report no later than 10 working days after the end of each month and the report must consist of the following:

- A Monthly Expenditure Report, as illustrated in this Attachment, describing the monthly financial activities related the grant funds and totaled by each line item as described in the Chart of Accounts.
- A Monthly Bank Reconciliation Statement
- Copies of bona fide receipts for liquidation of prior advances
- A Grant Advance Request Form as illustrated in this Attachment
- The Grant Inventory Tracker described in the Inventory section below.

From time to time, additional accounting reports may be requested from the Beneficiary.

1. **Programmatic Reports.** The Beneficiary is responsible for delivering to Siyaha’s Grants Manager programmatic reports as follows (unless otherwise agreed upon and stated in the grant agreement):

- **Monthly report.** The Beneficiary agrees to submit a monthly report within 10 days of the end of each month
- **Quarterly report.** The Beneficiary agrees to submit a quarterly report within 20 days of the end of each quarter
- **Annual report.** The Beneficiary agrees to submit an annual report within 30 days of the end of each year

*All content specified in Appendix 5 (Format for Monthly, Quarterly, & Grant Completion Reports)

2. **Marking of all commodities and services as USAID-funded Siyaha :** all printed materials (such as websites, brochures, advertisements, etc) must clearly show the USAID logo with writing clearly stated that this is funded by USAID.

3. **Procurement.** The Beneficiary agrees to establish and maintain a procurement system which complies with the policies of USAID as set forth in Optional Standard Provision 1, Procurement of Goods and Services. To assist the Grantee in this effect, the following supplemental guidance is provided:

- **Order of Precedence.** In the event of any conflict between this supplemental guidance and specific provisions of Optional Standard Provision 1., the specific provisions will control.
- **Control and Approval.** The procurement system must avoid and eliminate the purchase of unnecessary or duplicate items, and must follow a procedure that ensures that purchases are not made without the approval of at least one person other than the individual who has identified the need or is making the purchase. The Beneficiary must establish a purchasing procedure whereby any purchase over the Jordanian Dinar equivalent of US\$100 requires a purchase order. The Siyaha Grants Manager must approve in advance the procurement of all non-expendable commodities (furniture and equipment) as well as the process followed in those procurements, whether the procurements are purchases to be made by the Beneficiaries or purchases made directly from the Siyaha on behalf of the Beneficiary.
- **Procurement Plan.** Prior to the disbursement of any funds under this Agreement, Beneficiary must submit to the Siyaha a written list of the goods and services to be purchased with funds disbursed under this Agreement. This list, known as the Procurement Plan, must include:
 - the criteria it will be using in making your selection of goods or services;
 - the source or origin of the goods or service (if known); and

- the approximate price the Beneficiary expects to pay.

The Beneficiary’s relevant Siyaha Component Leader and Grants Manager will review the Procurement Plan and, if necessary, will approve or recommend alterations to the plan.

- **Competition.** Every time the Beneficiary purchases something with Siyaha funds, it must use an appropriate level of cost comparison and analysis. Each time the Beneficiary requests an oral or written bid from three or more vendors, it must provide each vendor with identical information regarding the specification of the goods or services it is procuring.
 - When purchasing any good or service with a unit cost of less than the JD equivalent of US\$500, price quotes are preferred but not required. If possible, three oral quotes should be obtained and documented (name of vendor and price quote). Selections should be made on the grounds of price, quality, dependability, timeliness, and other business considerations.
 - When purchasing a good or service with a unit price greater than or equal to the JD equivalent of US\$500, but less than US\$5,000, three valid written quotes must be sought. Oral quotes are not acceptable. Selection should be made based on the factors of price, assured timely deliveries, proven ability to deliver a quality product, reputation of vendor, and other criteria fitting to the specific procurement.
- **Air Travel and Transportation.** At least 17 day prior to the departure of the traveling consultant, and prior to paying for any airline tickets, the Beneficiary is required to notify the Siyaha of the proposed itinerary for any planned international trip to be financed by funding under this Agreement. All such air travel and shipments are required to be made on U.S. flag air carriers to the extent such carrier is available in accordance with the Standard Provisions. The Beneficiary must satisfy the Siyaha that the route being flown is in full compliance with the USAID and USG regulations with respect to the USG’s Fly America Act as set forth in Optional Standard Provision 3, Air Travel and Transportation.

4. **Inventory - Property Management Program.** The Beneficiary is required to execute the Property Management Program as required of all Beneficiary organizations and in the execution thereof will maintain inventory records for submission to USAID. The steps of the Property Management Program are:

- **Grant Inventory Tracker.** The accountant will log into a single Grant Inventory Tracker each receipt evidencing purchase of equipment and/or furniture made using grant funding and having a unit cost of \$500 USD or more. This Grant Inventory Tracker will be created as a Microsoft Excel spreadsheet. Non-expendable items valued at under \$500 USD will be included on the Grant Inventory Tracker, although the Beneficiary is not required to report these items to USAID. Each entry in the Grant Inventory Tracker will include:
 - Organizational assigned inventory number (for example Grant XYZ 001; Grant XYZ 002)
 - Item description
 - Manufacturer’s serial number
 - Manufacturer’s model number
 - Source of the equipment (vendor)
 - Where title vests (your organization, unless you are advised otherwise)
 - Unit cost (in USD)
 - Quantity & total cost (in USD)
 - Acquisition date or purchase order number
 - Location of item (where in the organization is this item used/stored)
 - Condition of item

- Date of last inventory
 - Disposition type (this column is for use at the end of the Program)
- **Tracker Updates and Reporting.** The Grant Inventory Tracker will be updated as purchases are made. At the end of each successive six-month period of the Grant, the Beneficiary will deliver a copy of the Grant Inventory Tracker and reconciliation to the SIYAHA's Grants Manager thus enabling the upkeep of accurate, timely records for annual reports which must be submitted to the USAID contracting office.
 - **Physical Inventory.** At least once a year but preferably every six months, the Beneficiary must perform a physical inventory of all equipment, furniture and other significant inventory items purchased with funds by visually identifying each item, ensuring that each item has been tagged and updating the Grant Inventory Tracker. These physical inventories should continue, as a policy of the Beneficiary organization, after the termination date of the Grant. Commodities purchased under Grants are the property of the grantee immediately.
 - **Theft.** Stolen equipment must be reported to the police immediately. A theft report must be attached to the semi-annual inventory reconciliation memo and the annual report submitted to the contracting officer.
 - **Title.** It is a condition that the Beneficiary will own and hold title to any equipment purchased with funds. The equipment acquired with Siyaha funds may only be used for the purposes of the original activity under which it was purchased. In the event that equipment purchased no longer continues to be used for the same purpose as those of the program, or within 30 days after the end of the grant the grantee will request instructions from Chemonics on disposition or continued use of the property as required by Optional Standard Provision 3, Title to and Use of Property (Grantee Title).
 - **Insurance.** Losses from fire, theft or irreparable damage to the equipment are unfortunate possibilities. The Beneficiary should anticipate the possibility and obtain insurance where possible. The cost of this insurance is an allowable cost under the Siyaha. The Beneficiary should also protect its office space where the equipment is housed. This protection may include, but is not limited to, the installation of adequate locks on the doors or windows, and an electronic security system. Insurance of equipment is an allowable cost, when and if, the equipment or property has been bought with funds awarded under the Grant Agreement. Other property may not be included under this insurance policy. The Beneficiary should use common sense and acquire reasonable cost insurance, if the amount of equipment procured is significant enough to be covered by insurance. For example, if the Beneficiary has procured only one or two computers under with this grant fund, but already has 15 computers, USAID expects the Beneficiary to pay this cost under their policy and do not issue a new one only for the two new computers.
 - **Maintenance.** In addition to the Beneficiary's control system, it must have in place adequate maintenance procedures to ensure its equipment and facilities are kept in maximum operating efficiency. These procedures may include having its equipment serviced and repaired regularly, and protecting it from extreme temperatures.
 - **Services.** Purchase of professional services, such as translating, legal, or accounting services, follows the same guidelines as the purchase of equipment. The requirement to ensure competition remains the same.

II. GRANT ADMINISTRATION

- A. **Allowable Costs.** The Beneficiary shall not be reimbursed for expenditures incurred which are considered unallowable or in excess of the approved grant budget. The Beneficiary should therefore be very careful to adhere to the grant budget and when in doubt as to whether a cost may be unallowable, should consult with Grants Manager.
- B. **Per Diem.** Per Diem is a daily allowance designed to cover expenses for personal subsistence while on official travel. It is paid to employees in temporary duty status and to long-term personnel when they are away from their regular post of assignment in work or travel status. Per Diem is not payable at official duty stations. Per Diem is not authorized for travel less than 12 hours except for the situations described below.

Per Diem starts when official travel begins (e.g. traveler leaves home or office), and ends when employee returns to home or office. The daily per diem allowance is established on the basis of the actual amount the traveler pays for **lodging** up to the maximum allowed, **plus** a fixed allowance called **M&IE** for meals and incidental expenses. Receipts are required for all lodging costs. M&IE is a fixed rate, payable without itemization of expenses or receipts, pro-rated by applicable quarters.

Some examples of expenses that may be reimbursed separately and in addition to the per-diem allowance are:

- Travelers checks
- Passports and visas
- Currency conversions, including transaction fees for use of automated teller machines
- Local transportation (except as stated in the paragraph above). This does not include to/from work taxis.
- Official telephone calls/faxes
- Transportation to/from carrier terminals and employees' residence or work location.

Travelers traveling on official business are expected to exercise the same care in incurring expenses that a prudent person would exercise if expending personal funds. Employees are responsible for excess costs incurred for personal preference or convenience (unnecessary circuitous routes, delays, luxury accommodations/services). It is the responsibility of the Grants Manager to approve travelers' expense reports and to ensure that all per-diem allowances are calculated correctly in accordance with government regulations.

- **Lodging-Plus Per-Diem Reimbursement System.** The per-diem allowance for each travel day is the actual amount the traveler pays for lodging, up to the maximum, plus an allowance for M&IE (meals and incidental expenses). The total allowance cannot exceed the applicable maximum per-diem rate for the location concerned.
 - *Original* receipts are required for all lodging costs. No exceptions.
 - *Original* receipts are required for *all* miscellaneous expenses, except for taxi and baggage-handling expenses under \$15.00.
 - M&IE is a fixed rate, payable without itemization of expenses or receipts, pro-rated for the day of departure and the last day of travel, as explained below.
 - Reimbursement for the Day of Departure and the Last Day of Travel. When you travel 24 hours or more, use the following M&IE percentages:
 - *Day of departure:* 75 percent of applicable M&IE rate

- *Full days of travel:* 100 percent of applicable M&IE rate
- *Last day of travel:* 75 percent of applicable M&IE rate

When you travel more than 12 hours but less than 24 hours, use 75 percent of applicable M&IE rate. Keep the following rules in mind when calculating M&IE based upon the above system:

- Only one maximum rate is applied to a calendar day or fraction thereof:
 - If travel is 24 hours or more and lodging is required, the applicable maximum per-diem rate for each calendar day of travel is determined by the travel status and location of the employee at 12:00 midnight. *Example:* The traveler is going on a TDY from the U.S. to Senegal via London. The traveler spends the night in London. The London rate should be used.
 - If travel is 24 hours or more and no lodging is required, and you are traveling to a new TDY site or stopover point at midnight, use the M&IE rate for the new TDY site or stopover point (destination rate). *Example:* The traveler is going on a TDY from the U.S. to Senegal via London. Use the Senegal (destination) rate.
 - If travel is 24 hours or more and no lodging is required, and you are returning to your official station, use the M&IE rate applicable to the previous day of travel (preceding rate). *Example:* The traveler is returning to the U.S. from a TDY to Senegal via London. The Senegal (preceding) rate is used.
 - If travel is 24 hours or more, and the traveler utilizes a dayroom en route, use either the preceding-rate or destination-rate M&IE at the dayroom location, keeping in mind that this may not be the M&IE rate applicable to the dayroom's actual location. *Example:* The traveler is going on a TDY from the U.S. to Senegal via London. In London, the traveler gets a dayroom. The M&IE for the day (including the time spent in the dayroom) is the Senegal (destination point) rate while the lodging rate for the dayroom is the actual location lodging maximum for London.
 - If travel is more than 12 but less than 24 hours and the traveler has been in multiple locations, use the highest M&IE rate of the multiple locations. *Example:* The traveler, already in Senegal, travels more than 12 hours to another location in Senegal with a different M&IE rate. The traveler would use the highest of the two M&IE rates.
 - The traveler is responsible for recording a detailed itinerary.
 - Any hours recorded must be the standard time in effect at the traveler's location.
 - Calendar days are used for all per-diem calculations.
- **Foreign Lodging-plus Per-Diem Rate Scales.** Within the foreign lodging-plus system, there are two distinct rate scales or systems:
 - *Travel in foreign areas (international).* For TDY travel in all other countries not in CONUS or non-foreign areas, use the scale found in <http://www.state.gov/www/perdiems/index.html>
 - *In-country.* For TDY travel within the boundaries of post of assignment (i.e., field trips, regional travel). Missions may have their own set of rules for in-country per diem that would override the standard lodgings-plus rules for foreign areas that otherwise apply.
- **Reductions in M&IE Reimbursement.** The following circumstances will cause a reduction in the M&IE reimbursement:
 - Meals furnished by the U.S. Government
 - Meals provided by a conference
 - Meals in which the traveler pays for one or more persons for a business function and submits the bill in the expense report
- **Non-Reduction of M&IE.** The M&IE reimbursement will NOT be reduced in the following circumstances:
 - If a meal is provided by a common carrier (i.e., airline)
 - If a meal is provided by the hotel (i.e., complimentary breakfast)

- If a meal is provided by a private party who would not otherwise expense it to a federal contract
- Information Sources. The following information sources may be useful:
 - 6 FAM 150 Per Diem
<http://foia.state.gov/Famdir/MasterDocs/06fam/06m0100/06m0150.doc>
 - Federal Travel Regulations Part 301-11 Per Diem Guidelines
<http://www.policyworks.gov/org/main/mt/homepage/mtt/ftr/ch301-11.html>
 - AIDAR 752.7702, Travel and Transportation, → Rules and Regs → USAID Automated Directives System (ADS)
 - ADS Chapter 522 — Performance of Temporary Duty Travel in the U.S. and abroad
<http://www.info.usaid.gov/pubs/ads/500/522.html>
- **Frequently Asked Questions about Per Diem.**
 - *Where Are Per-Diem Maximum Rates Found?* All per diem maximum rates can be found in the Standardized Regulations, Section 925, *<http://www.state.gov/www/perdiems/index.html>* (foreign and non foreign per diem)
 - *What if Lodging Is not Required?* If lodging is not required, the per-diem allowable is the M&IE rate of the location of the temporary-duty assignment. If more than one temporary-duty point is involved, the per-diem allowance will be calculated using the highest of the M&IE rates prescribed for the locations where official business is performed.
 - *Can More Than One Maximum Rate Per Calendar Day Be Used?* No, only one maximum rate is applicable to a calendar day or fraction thereof.
 - *What Is Meant by Destination Rate?* This is the rate applicable to the next location where the traveler will perform temporary duty. You always use the destination rate for per-diem calculations for the outgoing (to temporary duty station) portion of travel.
 - *What Is Meant by Preceding Date Rate?* This is the rate applicable to the preceding location where the traveler will perform temporary duty. You always use the preceding rate for per-diem calculations for the incoming (from temporary duty station) portion of travel.
 - *What About Lodging with Friends or Relatives?* When lodging is obtained from friends or relatives with or without charge, no part of the per-diem allowance will be allowed for lodging unless the host actually incurs additional costs in accommodating the traveler. Such additional costs, if substantiated by employee and determined reasonable by Chemonics, may be allowed as a lodging expense. Costs based on room rates for comparable conventional lodging in the area are not considered reasonable, nor are flat token amounts.
 - *Are Rest Stops Allowable and Under What Conditions?* There are several preconditions to qualify:
 - Several time zones separate the authorized origin and destination points
 - The origin or the destination point is outside CONUS
 - The scheduled flight time, including stopovers, exceeds 14 hours by a direct or usually traveled route
 - Travel is by less than premium-class service
 However, rest periods may not exceed 24 hours.

- **Maximum per diem rates in Jordan.** The current maximum per diem rates in Jordan are:

City	Lodging	M&IE
Amman	US\$117.00	US\$87.00
Dead Sea/Jordan Valley	US\$117.00	US\$87.00
Other Regions (within Jordan)	US\$84.00	US\$51.00

*** Figures are subject to change. Lodging is only reimbursed up to \$117 but based on the actual amount spent (up to \$117 within Amman). The full M&IE is paid upon completion of full days of work spent in Amman.

- **Maximum international per diem rates.** When international (U.S. or third country) travel takes place, you may consult the following Internet address to obtain the maximum per diem rates for a specific country and city: <http://www.gsa.gov/travel/htm> and or, when in doubt, consult with Siyaha Accountant or Grants Manager.

C. PERSONNEL PROCEDURES

- **Personnel Policies.** While it is not required, Beneficiaries are encouraged to develop written personnel policies to guide their day-to-day operations. These include policies on hiring, sick leave, leave of absence, dismissal, salary, termination, overtime, pay period, vacation, paid holidays, and benefits. The Siyaha can provide assistance for the development of such policies. In the event that a grantee would like to request an increase for a salary paid under the grant, the grantee needs to document why this increase is requested and on what the calculation is based. Under no circumstances should an increase exceed 10% unless an established policy for promotion is provided or a market survey is completed.
- **Salary Records.** The costs and levels of salaries charged to your Grant must be based on documented payrolls, supported by a signed Bio Data Form approved by a responsible official of your organization, and may not exceed your organizations staff's established salaries for other responsibilities within the organization that are not supported by this Grant.
- **Time sheets.** Each employee of Beneficiary organization whose salaries will be paid in whole or in part by the Grant funding is required to complete and sign a time sheet on at least a monthly basis. These time sheets must reflect an after-the-fact determination of the actual activity of each employee. Estimates determined before the services are performed do not qualify as support for charges to the grant. Each report must be kept on file by the Beneficiary for at least three years after submission of the Grant Completion Report.
- **Verification of Salary History.** For each employee whose salary is funded wholly or in part by funding from the Grant, the Beneficiaries must fill out the salary verification form illustrated in this Attachment, and send copy of the form, completely filled out and signed, to Siyaha's Grants Manager to ensure the rate is consistent with normal compensation practices. The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistical support and allowances; the educational information provides an indication of qualifications; the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary. An electronic version of this form is available from the Grants Manager. Instructions on filling out the Form are included page two of the form. Items 1, 3, 8, and 9 are self explanatory; the new employee should fill out the spaces. Items 2, 4, 5, 6, 7, and 10 should be filled out by the Beneficiary. Item 11 does not apply in this case. All other items should be filled out by the employee and finally the form should be signed and dated by the employee and supervisor.
- **Maximum Daily Salary Rates.** The Beneficiary is to establish the most appropriate daily salary for its local professional and local support employees, using the highest recent salary and then adding 5 percent as an incentive for taking a new job, depending on the recent rate inflation, the relative size of the individual's last salary compared with others on the company, age and experience, and the competitiveness of the situation. The Siyaha Contract as governed by the FSN scale stipulates a maximum daily salary rate of JD140.00 (FSN-13 STEP 10). This would

be the highest amount any individual could be paid under a grant and must be justified by a signed and completed salary verification form.

- **Mileage on personal vehicle usage.** When the need to use of personal car for company business arises, a mileage rate should be applied and the Beneficiary's employees should be reimbursed at the normal USAID mileage rate of **1Km = 240 fils**. This rate includes normal depreciation of vehicle, fuel, tires, etc. and should be applied according to USAID regulations. In order to calculate this rate, a log must be maintained stating the odometer readings from the point of origin to the destination point, date, time, and purpose of the trip. This mileage rate is subject to change at any time.

D. Taxes. The cost of installation, transportation, taxes, duty or protective in-transit insurance may be included or excluded from the cost of the Beneficiary's purchases in accordance with its regular accounting practices. **NO SALES TAX WILL BE REIMBURSED UNDER ANY CIRCUMSTANCES UNDER GRANTS.** In the event that the project is unable to secure a tax exemption for grantee's purchases under grants, the beneficiary will have to bear that cost out of their own funds.

E. Event Management. Should the grantee plan to hold a workshop, event, or seminar of any kind, they have to allocate the appropriate staff time and capability. The role of Siyaha is simply to advise on certain technical aspects and will not be managing any part of the event process as outlined on the attached document.

Beneficiary's Role in Events and Communications when funded by SIYAHA
(included in all grants where there is an Event or Communications Activity planned)

The Beneficiary of this Grant Agreement, also known as the Grantee, hereby certifies the following:

I. When planning an event, the Grantee shall comply with the following:

1. Identify the event's goal and objective, target groups, date and duration, agenda and speakers in grant application.
2. Prepare the event's concept paper to be shared with sponsors, VIP's and speakers
3. Identify the event's organizing committee members
4. Ensure the current staffing is adequate to undertake all planning and management exists for proper execution of event. If not, budget may be allocated to provide for the hiring of a short-term coordinator.
5. After grant award, assign a project coordinator for the event, prepare SOW and sign contract (if new hire) to be responsible for:
 - Organize and arrange for the planning meetings and the count-down meetings for the organizing committee and maintain minutes of each meeting.
 - Email meeting minutes within one day of meeting end outlining responsibilities, timeframe, and actions to be taken.
 - Follow-up with all parties involved daily and update the Event's action plan
 - Review and comply with the event's estimated budget from grant award
 - Collect invoices and prepare the actual budget after the event and submit invoices to Jordan Tourism Project for Sales tax exemption stamp prior to payment
6. Manage Invitations, Confirmations, and Registration Processes
 - Prepare the invitees list. For all events funded under the grant, invite at a minimum the following people: COP, Grants Manager, Component Leader, Component Specialist, Eric Johnson, USAID CTO, Dr. Diane Putnam, USAID OEO Program Director, USAID Mission Director, Contracting Officer, and Rima Kayyal, USAID Acquisitions Specialist.
 - Send the invitation to target audience.

- Follow up invitations with phone calls and prepare the confirmed list of attendees
 - Prepare the guest lists, sign-in sheet, name tags, table tags, etc.
 - Appoint staff members to manage the on-site registration
7. Select the venue and manage site inspection to assess the venue facilities and identify external resources.
 8. Manage venue and follow up on all necessary requirements such as:
 - Room set-up, seating plan, and VIP seating
 - Event choreography: Work with project partners to prepare the event scene.
 - Design the room layout and staging
 - Supervise hanging/installation of signage
 - Photography services: Select photographer and direct photographer during event to shoot key shots
 - Identify lighting requirements: Direct lighting vendor to ensure proper lighting
 - Identify sound requirements: Confirm sound system is working properly with multimedia productions
 - Identify catering requirements based on the event agenda
 - Identify translation requirements
 9. Manage and follow up with all issues related to vendors :
 - Prior to the event, prepare and sign the contract with detailed deliverables and timeframe
 - Contract all required vendors (sound system, lighting, photographer, translators, projector, laptop, if on-line then connection, materials reproduction, etc.)
 - Run a thorough test rehearsal prior to event to test all equipments.
 - Collect feed back and evaluate vendors performance during the event execution phase
 - Communicate feedback to vendors
 10. Manage and follow up with speaker/s
 - Execute the speaker's contract, after securing an updated C.V. and filled salary verification form.
 - Ensure their subject matter is clearly communicated with them. Request copies of speech presentation from speaker/s prior to event for translator's review.
 - Handle the speaker's travel and accommodation arrangements and health insurance.
 - Plan and coordinate speaker/s rehearsal.
 11. Coordinate and produce the agenda, presentation, materials (including hand-outs), and final report. *Grantee must obtain Siyaha's written approval on all items prior to printing as well as ensure the USAID logo appears on all materials funded through the grant.
 12. Seek guidance from the Siyaha on any areas of concern or obscurity.

IIa. When using an event management firm, the Grantee shall comply with the following:

- Issue an RFP (after reviewing the SIYAHA template) to contract firms for event management with established evaluation criteria.
- Evaluate the offers based on the pre-established criteria
- Select the short-listed candidates
- Coordinate the interviews with the short-list if necessary
- Select the winning firm
- Write acceptance and reject letters
- Sign contract
- Oversee the execution of all details related to the event.

IIb. When using an exhibition firm, the Grantee shall comply with the following:

- Issue an RFP (after reviewing the SIYAHA template) to contract firms for exhibition with established evaluation criteria.
- Evaluate the offers based on the pre-established criteria
- Select the short-listed candidates
- Coordinate the interviews with the short-list if necessary
- Select the winning firm.
- Write acceptance and reject letters
- Sign Contract
- Prepare the exhibitors marketing package
- Review and approve the exhibition floor plan
- Leading up to the event, ensure that all factors have been accounted for and the space is appropriate and adequate for the event.

III. When developing a communications strategy or materials for the event, the Grantee shall:

1. The grantee should invest in providing solid resources when approaching all areas of communication to include: hiring necessary, qualified individuals to manage all details of any strategy, plan, event or PR activity. Siyaha’s role is limited to an advisory capacity.
2. The grantee will take the lead managing the process of communication planning and implementing all communications activities.
3. For communications strategy development, the grantee will lead the effort, manage the process, and seek guidance from Siyaha (both the initiative (Component) and Communications Department) on the following:
 - Brainstorming : identifying communication objectives, target audiences, messages and communication tools (materials and activities)
 - Developing strategy
 - Providing the strategy to Siyaha for review and feedback
 - Incorporating feedback into strategy
 - Finalizing strategy
 - Implementing strategy
4. When developing a communications product, the grantee shall follow a two-step process: creative services procurement and material development.
5. During the creative services procurement, the grantee will:
 - a. Review communications strategy to identify communication objectives, target audiences and communication tools (materials and activities).
 - b. If the grantee is releasing an Request for Proposals (RFP):
 - i. Develop the RFP (if the grantee chooses, based on a Siyaha template).
 - ii. Hold a briefing for firms, if necessary.
 - iii. Answer questions in writing regarding the RFP.
 - iv. Evaluate submittals based on pre-established evaluation criteria.
 - v. Select the winner.
 - vi. Write acceptance and reject letters
 - vii. Draft and finalize clearly devised contract with established outputs.
 - c. If the grantee is getting competitive quotes:
 - i. Solicit, in writing, the materials and quantities needed from the vendor.
 - ii. Establish evaluation criteria.
 - iii. Evaluate submittals and quotes based on pre-established evaluation criteria.
 - iv. Select the winner.
 - v. Draft and finalize clearly devised contract with set outputs
6. Material development includes, but is not limited to, the following:
 - Branding/logo development

- Materials, including manuals, newsletters, brochures, folders, invitations, event programs, ads, stationary, PowerPoint templates, promotional giveaway items
- Events staging/Room design, including banners, staging backdrops, signage, podiums and podium signage
- Multimedia productions, including videos, animation, event introductions
- Website development and promotion

During material development, the grantee should request proposals for both the design cost and the appropriate printing needs. They will:

- a. Ensure solid, proactive project management by managing/ leading process of material development (working with partners, including Siyaha and Communications, USAID, Royal Court, and/or other partner organizations and liaising with vendor)
 - b. Ensure solid original copywriting, editing, translation, and final review, by hiring a consultant, if necessary
 - c. Work with vendor, share communication objectives, target audiences and materials needed during the design process
 - d. Receive proposals from vendor
 - e. Review proposals
 - f. Gather feedback from partners and/ or stakeholders
 - g. Communicate feedback to vendor
 - h. Follow work process until material is finalized
 - i. Once design is finalized, integrate copy into design
 - j. Review final material
 - k. Approve final material
7. Ensure quality is maintained during production by working with vendor to print/produce materials.
 8. Ensure distribution of materials is appropriate. Any item intended for distribution in the US requires a special USAID approval. **Before materials are produced, be sure to provide a copy to the Grants Manager for approval. See Communications Plan as part of the Approved Budget in Appendix D.
 9. When placing advertising, the grantee will develop a media schedule and collect advertising rates. (Many organizations receive 50% off. Be sure to inquire.)
 10. When developing multimedia presentations, the grantee will:
 - a. Develop story board
 - b. Write script
 - c. Interview subjects
 - d. Perform post production editing
 - e. Create CD packaging—CD cover and jewel case label
 - i. Receive proposals from graphic design firm
 - ii. Review proposals
 - iii. Gather feedback from partners and/or stakeholders
 - iv. Communicate feedback to the design firm
 - v. Work process until product finalized

IV. When handling Media Relations (including press releases, press conferences, media roundtables, and reporter briefings), the Grantee shall:

1. Ensure sound strategy and messaging development with advance time so that no details are compromised.
2. Develop media outreach plan:
 - a. Brainstorm, draft and review plan
 - b. Incorporate feedback and finalize plan

3. Develop messages for media outreach:
 - a. Brainstorm, draft and review messages
 - b. Incorporate feedback
 - c. Finalize messages
4. When press release and article writing:
 - a. Identify objectives
 - b. Draft original press release/article
 - c. Incorporate feedback and finalize
 - d. Edit press release/article
 - e. Translate
 - f. Distribute press release/article
5. Manage distribution of press release. For non-event-driven releases:
 - a. Develop media list
 - b. Contact media before release
 - c. Follow up with media after release
6. When event-driven release:
 - a. Develop media list
 - b. Send invitations to media
 - c. Follow up with media to confirm attendance
7. When organizing media interviews and roundtables,
 - a. Identify spokespeople
 - b. Use strategy to create speaking points
 - c. Review speaking points
 - d. Incorporate feedback
 - e. Finalize speaking points
 - f. Meet with spokespeople to discuss how to conduct oneself during a media interview and review talking points
 - g. Arrange for interview or roundtable: invite media, make room arrangements, etc.
 - h. Follow up with media after interview or roundtable
 - i. Respond to press inquiries

V. General Guidance Reminders:

1. Secure three written quotations for services and goods of more than \$500 or 354JD based on pre-established evaluation criteria prior to award.
2. Ensure all contracts signed under the grant are compliant with USAID regulations.
3. Do not authorize any work without a sound, clear contract or agreement in place.
4. Remember that final approval of text and design lies with the grantee and that the Siyaha initiative, (Component), Training and Events and Communications Departments should be consulted during the development process.
5. Provide Siyaha with a final list of attendees in English based on the required format after two working days from the event end date.
6. Follow USAID regulations and Siyaha policies related to speakers regarding per diem rates, travel polices (Code share), and health insurance.
7. Provide Siyaha with the events invoiced to be stamped prior to payment as USAID funded grant do not Siyaha regarding the speaker' daily rates based on an updated CV and completed and signed salary verification form.
8. Seek written Siyaha approval prior to the release of any press materials or communications with USAID regarding any activities funded through the grant.
9. Provide SIYAHA with the grant completion report and five coping all of the events materials and photos.
10. Seek guidance from the Siyaha on any areas of concern or obscurity.

11. Plan your media coverage well. A media advisory *invites* media to an upcoming event. Keep it short and simple. Include a catchy lead sentence detailing why the event is important with enough information to catch the reporter's attention. Answer the "five W's": who, what, when, where and why. For television crews, be sure to include what part of your event will provide the best visual for their cameras. Send your advisory two weeks before your event. Make follow-up phone calls a day or two before your event.
12. Press releases generate interest among the media about the release contents. They generate curiosity and inspire further questions by reporters. Make your release brief (1 page or less), interesting, timely and include a local angle. Begin with a short, attention-grabbing news hook in the first paragraph. Include a quote and explain the event or project as accurately as possible. Limit releases to a page or two. Include the name(s) and phone number(s) of your spokesperson(s) who can give an interview and answer questions.

The Beneficiary certifies that, as a condition of the grant, his or her organization will engage in the all the above duties and responsibilities when conducting any activity regarding an event or communications funded under the grant. It is the sole responsibility of the grantee to manage, coordinate, and produce all items in events or communications activities. Siyaha's role is limited to review, providing feedback and approving any major cost items.

Certified by: _____

Name: _____

Title: _____

Date: _____

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Annex B-1 Chart of Accounts

GRANTS FUND / Chemonics - Siyaha		
LINE ITEM	Expense Account Number	Description
SALARIES	41210	Salaries - Local Professionals (PIN)
	41230	Salaries - Local Support (PIN)
FRINGE BENEFITS	41310	Fringe Benefits - Local Professionals (PIN)
	41330	Fringe Benefits - Local Support (PIN)
TRAVEL	42300	International Travel (PIN)
	42400	In-Country Travel (PIN)
ALLOWANCES	43510	Per Diem (PIN)
OTHER DIRECT COSTS	44310	Communications (PIN)
	44320	Legal / Audit Fees (PIN)
	44380	Reproduction / Printing (PIN)
	44340	Bank Charges (PIN)
	44210	Expendable Supplies (PIN)
	44120	Office Rent/Utilities/Maintenance (PIN)
	44920	Exchange Rate (Gain) / Loss (PIN)
	44630	Applied Research (Mkt. Research) (PIN)
	44520	Conference Registration
	46720	Trade Fair
	44355	ST Technical Assistance / Local (PIN)
44713	Marketing/Promotional Materials (PIN)	
EQUIPMENT	44220	Office Furniture & Equipment (PIN)
	44260	Computer Equipment (PIN)
	45300	Technical Materials (PIN)
TRAINING	46100	In-Country Training (PIN)
	46200	US Training (PIN)
	46300	Third Country Training (PIN)
	46400	Training Materials (PIN)
	46600	Workshops & Seminars (PIN)
REFUND	82000	Interest Earned (PIN)

Annex B-2
Sample Calendar of Funds Flow
(Advances are only given to Program Development Grant Recipients)

Sunday	Monday	Tuesday	Wednesday	Thursday
3	4	5 BENEFICIARIES submit liquidation report to SIYAHA Accountant from past month.	6 NO LATER THAN THIS DATE SIYAHA's Grants Manager receives advance request by Beneficiaries	7 SIYAHA Accountant Inputs Beneficiaries info, into acct. system and produces request for the Letter of Credit. Funds are requested.
10	11 HHS LOC receives funds request and process payment	12 CHEMONICS Receives funds in Washington bank account and forwards them to Jordan	13	14
17 SIYAHA Accountant receives funds in Jordan bank acct. and Accountant prepares disbursement to Beneficiaries	18 SIYAHA Accountant sends advance to Grantees by check. BENEFICIARIES Receive advance of funds	19	20	21
24	25	26	27	28

Annex B-3
Grants Advance Request Form
 (if applicable)

Unless specifically waived in writing, this request form must be accompanied by the financial reports required by the grant contract agreement between the Beneficiary and Chemonics.

1. Beneficiary name: _____

2. Grant tracking No.: _____

3. Grant Program title: _____

4. Calendar quarter start date that this advance corresponds to: _____

5. Date that funds are required: _____

6. Advance amount required: _____

Details of Projected (forecasted) Expenditures for the Quarter

	1st month	2nd month	3rd month	total quarter
Personnel	_____	_____	_____	_____
Travel and Transport	_____	_____	_____	_____
Equipment	_____	_____	_____	_____
Training and Tech. Asst.	_____	_____	_____	_____
Program Activity Costs	_____	_____	_____	_____
Other Direct Costs	_____	_____	_____	_____
Total	=====	=====	=====	=====

*Note- only one month's funds are advanced at any given time.

BENEFICIARY CERTIFICATION: I certify that, to the best of my knowledge and belief, the data reported above and the attached monthly financial statements are correct and that this request and our entire grant program are in full compliance with the terms and conditions of the sub-contract agreement between ourselves and Chemonics.

 Signature of Beneficiary Authorized Agent Name Date

FOR SIYAHA GRANTS FUND MANAGEMENT OFFICE USE ONLY

ADVANCE REQUEST FORM COMPLETE

 Signature Grants Manager Name Date

ADVANCE AUTHORIZED

 Signature Component Leader Name Date

FOR SIYAHA ACCOUNTING OFFICE USE ONLY

Check Payee Name: _____

Check #: _____ Check amount: _____ Date: _____

CHECK RECEIVED BY:

Signature of Beneficiary's Representative

Name

Date

**Annex B-4
Monthly Expenditure Report**

Name of Organization: _____

Grant ID Number: _____

For the month or period beginning _____ and ending _____

Budget line items	Grant Agreement Funds (JD)					Counterpart Funds (JD) Cost Sharing Amount		
	Approved Budget Siyaha	Previous Cumulative Expenditures	Expenditures This Period	Cumulative Expenditures To – Date	Budgeted Funds Remaining	Approved Budget Siyaha	Expenditures This Period	Cumulative Total Expenditures
Totals								

I, the undersigned, certify that 1) The above information is correct, and that upon request, supporting documentation will be furnished to Siyaha, 2) All expenditures have been made according to the terms of the Grant Agreement, and 3) in the event of disallowed costs a prompt refund will be made to Siyaha.

Signature of Chief of Party

Date

Annex B-5
Format for Monthly and Quarterly Reports
and
Grant Completion Reports

Date Submitted _____

Name of Organization: _____

Grant Reference Number: _____

Grant Title: _____

Period Covered by Report: From: _____ To: _____

Name and Title of Individual Preparing Report: _____

Name and Signature of Authorized Representative: _____

Narrative Reports must Contain, as a Minimum, the Following:

- A comparison of actual accomplishments with the goals and objectives established for the period. Particular achievements and obstacles to the success of the project should be reported in specific terms.
- An evaluation or analysis of the degree to which the grant activities are achieving the project objectives. Reasons why established goals were not met if appropriate.
- Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- A minimum of five copies of any publication, including books, brochures, newsletters, bulletins, video cassettes; and single copies of all other products such as newspaper clippings, project announcements, and audited financial statements.

Annex B-6 Salary Verification Form

Although under grants, a biodata form is not required, we use this as a tool to gauge the consultant or staff person’s established salary in order to ensure we are not reimbursing a substantial increase above their established salary.

Salary Verification Form						
1. Name (Last, First, Middle)			2. Grantee’s Name			
3. Employee’s Address (include ZIP code)			4. Grant ID Number		5. Position Under Grant	
			6. Proposed Salary		7. Duration of Assignment	
8. Telephone Number		9. Place of Birth		10. Citizenship/ Passport		
11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment						
12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY		
NAME AND LOCATION OF INSTITUTION	MAJOR	DECREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
14. EMPLOYMENT HISTORY						
<p>A. Give lasts three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.</p> <p>B. Salary definition – basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions, consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances.</p>						
POSITION TITLE	EMPLOYER’S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (mm/dd/yyyy)		Annual Salary	
			From	To	Dollars	
15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)						
SERVICES PERFORMED	EMPLOYER’S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (mm/dd/yyyy)		Days at Rate	Daily Rate In Dollars
			From	To		
16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.						

Signature of Employee	Date
Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on <u>inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts</u>	
Signature of Grantee's Representative	Date

INSTRUCTIONS

Indicate your language proficiency in block 13 using the following numeric interagency Language Roundtable levels (Foreign Service Institute levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. "S" indicates speaking ability and "R" indicates reading ability. For more in-depth description of the levels refer to USAID Handbook 28.

1. Limited working proficiency
 - S Able to satisfy routine social demands and limited work requirements.
 - R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.
2. General professional proficiency
 - S Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.
 - R Able to read within a normal range of speed and with almost complete comprehension.
3. Advanced professional proficiency
 - S Able to use the language fluently and accurately on all levels.
 - R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.
4. Functional native proficiency
 - S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.
 - R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances; the educational information provides an indication of qualifications; the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

Negotiating Contract Employee/Consultant Salaries

General Guidelines on Negotiating Salaries

Contract employee salaries are set by reviewing contract job qualifications and experience criteria for a position, marketplace salaries for similar jobs, and salaries we normally pay for similar positions. We

balance those factors with the uniqueness of the position in terms of commanding a more competitive salary and with what the budget will bear.

Expatriate Salaries

Salary ceiling and justifications. Expatriate salary negotiations are governed by the current ES-6 ceilings, unless otherwise stated in the contract. Ensure the proposed salary listed on the Salary Verification Form is consistent with what appears in the approval request or the cost proposal. For non-fixed daily rate (FDR) contracts or proposals, the proposed salary is either the current salary, or a 5 to 10 percent increase above the consultant's most recent salary for those who have not had a salary increase in the last 12 months or are assuming increased responsibilities. Any deviations from this practice should have an accompanying memo stating the percentage increase being given and a *brief* explanation justifying the higher percentage increase. This step ensures we are proposing a defensible increase and provides justification for approving the proposed salary.

Local Consultants

Salary negotiations with local consultants are governed by the FSN maximum, and they must be for gross salary, denominated and paid in local currency. Additionally, all local employees must understand that we will be withholding whatever taxes employers are required to withhold according to local labor law.

Determining Salaries When the Salary History Is Consistent

Many times consultants' biographical data sheets indicate a consistent salary history. In this case, our normal policy is to calculate 5 to 10 percent above the previous year's earnings. The percentage increase we offer depends on several issues:

- What is a fair salary for the job, given the position and other team salaries?
- What are market equivalent salaries (either locally or in the United States)?
- Are there certain competitive factors for the grantee to consider?

Determining Salaries When the Salary History Is Not Consistent

If the salary history form does not support the proposed salary in a straightforward manner, you *must* write a memo justifying how we determined the proposed salary. This memo should be included with the salary verification to the Siyaha. In all cases we will refer to the grantee's negotiation practices. Here are questions and answers on the most common types of irregular salary history situations:

1. **What if the consultant has a salary history but is being considered for a position of increased responsibility?** For example, a person who has been a receptionist is being considered for an executive administrator position. The jump in job responsibility and scope may warrant more than a 5 to 10 percent increase. In these special situations, the negotiator should consult the Personnel Department to ensure that the person receives the market equivalent salary for the job and is receiving pay in the same range as other Chemonics employees on similar projects.
2. **What do we do when a consultant had a salary history 5 to 10 years ago but is now receiving a pension amounting to much less than his/her previous salary?** In this case we could argue that if the consultant had not retired he would have received a 5 percent raise each year and we could offer him a salary commensurate with that calculation. Another option would be to use the market rate argument.

3. **How do we handle supplemental income, above and beyond a consultant’s “regular” salary?** Chemonics’ response depends on how long the consultant worked earning the supplemental income and whether this income was “base” income, included benefits and/or all the other extra compensation listed on the salary verification form under “Employment History,” Item No. 14. Examples of supplementary income could include farm income or professors doing short-term work during summer vacation. Depending on the circumstance, we may add base income from consultancies to the income from the regular salary.
4. **How do we address benefits during salary negotiations?** First, remember that the actual salary history on a salary verification form should *not* include any benefits. Send the consultant our benefits package and explain to him/her that the salary we offer is a “base” salary and does not include benefits, but that when you add the value of the benefits to the base salary, the total compensation would be equivalent to “X.” Additionally, under certain circumstances, some of the foreign earned income for U.S. citizens may be tax-free (have the person visit the IRS Web site or consult with a tax advisor). Also, please remember that local salaries are negotiated on a *gross* basis, *not* on a net basis.
5. **How do you address semi-retired consultants who have sporadic short-term assignments, for example, someone who has 15 days of short-term consulting salary per year for the last 5 years?** Again every case is different. You could go back to the pre-retirement salary and add 5 percent for each of the past 5 years. On the other hand you might use the daily rate from the last assignment if it is a fair market rate that the consultant is happy with. Length of these sporadic consulting assignments is a big factor in how much you weigh the rate in any new salary or consultant rate proposed.
6. **When and how do you verify actual salaries?** You can request copies of pay stubs from previous employers.
7. **How do you establish a daily rate?** Pursuant to USAID regulations, divide the annual salary by 260 to obtain a person’s daily rate.

**Annex B-7
CHANGE REQUEST FORM**

Dear Jordan Tourism Grants Manager,

We hereby request a change to Grants Number xxx-xxx-xxx-xxx on behalf of xxxx organization.

The original grant agreement states the following:

Line Item	Account Code	Amount JD	Day/ Month/ Year	Reason
Total amount				

We hereby request the above be replaced by the following:

Line Item	Account Code	Amount JD	Revised Day/ Month/ Year	Reason
Total amount reallocated				

(*** if this is only a time extension, please simply request a time extension with your justification as one line item with no budget info.)

We fully understand that this will not result in an overall increase in the grant budget. We will not consider this approved until we receive written approval from Siyaha. Thank you for your consideration.

Regards,

Xxx
Xxx org

**Annex B-8
Equipment/ Services Procurement**

(***)Required for all items and services procured costing over \$500 or 354JD)

Required criteria must to be determined prior to requesting for proposals/ quotes. Additionally, specifications must be given to all bidders in written form prior to their proposals being developed. All relatives of grantees or grantee organizations are prohibited from bidding on services or goods.

For example:

- Compliance with specifications 30%
- Cost Competitiveness 30%
- Delivery Time 30%
- Service and Maintenance 10%

(These points must total 100%).

Specifications

Clearly define what you are seeking.

Evaluation:

Bidder	Specs	Price	Delivery

- Percentage Evaluation

Bidder	Price	Specification	Delivery	Totals

Offers are requested from N companies, and only X companies responded.

The Award for this task will be to xxxxx due to xxxxxxxx and xxxxxxxxxxxxxx.

Date:

Review Panel:

Signature below connotes agreement with the thorough evaluation and justification.

Employee's
Signature

Supervisor's
Signature

Director's
Signature

Annex B- 9

Information on Monitoring and Evaluation

An effective monitoring and evaluation (M&E) system provides your organization with performance information that can be used to manage for results and improve project performance. It basically helps your organization demonstrate results against money spent.

The foundation of an M&E system is the performance monitoring plan (PMP). The PMP allows the decision-makers in your organization to assess the results of a project at any given time. The building blocks of a sound PMP include:

- Results
- Performance indicators
- Data source and collection method
- Schedule for data collection and analysis
- Responsibility for data collection
- Baselines
- Targets and actuals

Results

A result is a significant, intended, and measurable change in the condition of a customer or a change in the country/community, institutions or other entities that will affect the customer directly or indirectly. When stating a result, make sure that it is:

- Measurable and objectively verifiable
- Meaningful and realistic
- Statement (not an activity or process)
- Uni-dimensional (not a combination of results)
- Focused on strategic commitments
- Customer or stakeholder driven
- Can be materially affected by you and your partners

Performance Indicators

Performance indicators are particular characteristics or dimensions used to measure intended changes defined by results. They are used to observe progress and to measure actual results compared to expected results. Indicators are usually expressed in quantifiable terms and should be objective and measurable (numeric values, percentages, scores, and indices). Good performance indicators have the following characteristics; they are:

- *Direct* (Indicator closely tracks the result it is intended to measure)
- *Objective* (Indicator is precise, uni-dimensional and unambiguous)
- *Practical* (Data can be obtained in a timely way and at reasonable cost)
- *Adequate* (Taken as a group, indicators are the minimum necessary to ensure that progress toward the given results is sufficiently captured)
- *Useful* for management purposes
- *Reflecting progress toward achieving results*

- *Attributable* (Indicator measures change that is clearly and reasonably attributable to your organization’s efforts)

Data Source, Collection Method, Schedule, and Responsibility

Each performance indicator is supported by valid, precise and reliable data (primary or secondary). The source of this data and its collection method must be clearly stated. It is useful to have designated persons in your organization to collect and analyze data according to a schedule. The frequency depends on your organization’s management and reporting needs and can be monthly, quarterly, or annual.

Baselines, Targets, and Actuals

Baselines and targets serve as key reference points for assessing program performance. Baseline data establishes a reference point for the start of the program period. The baseline is the value of an indicator at a point in time that is relevant to tracking performance. Ideally, this is just prior to the implementation of a project or activity.

Targets are specific, planned levels of results to be achieved within an explicit timeframe. When your organization sets targets, you commit yourself to specific intended results to be achieved within explicit timeframes.

The establishment of baselines and targets allows your organization to assess performance by comparing actual results against these targets and tracking progress from baseline toward targets.

Example of a performance monitoring plan

Result	Indicator	Data Source	Collection Method	Frequency	Responsible Person/ Team	Baseline Value and Date	Target Value and Date	Actual Value and Date
Increased exports of product X	JOD value of exports of product X per year	Statistics from Y	Content analysis	Quarterly	Mrs. Z	JOD 0 (Jan 21, 2003)	JOD 3,000 (Dec 31, 2003)	JOD 4,000 (Dec 31, 2003)

The above information is based on USAID’s Performance Management Toolkit (www.usaidresults.org)

Helpful Resources to Learn More about Developing Performance Indicators

- ADS Chapter 203 [<http://www.usaid.gov/pubs/ads/200/>]
- TIPS 6: Selecting Performance Indicators [http://www.dec.org/usaid_eval/#004]
- TIPS 12: Guidelines for Indicator and Data Quality [http://www.dec.org/usaid_eval/#004]
- TIPS 14: Monitoring the Policy Reform Process [http://www.dec.org/usaid_eval/#004]
- TIPS 15: Measuring Institutional Capacity [http://www.dec.org/usaid_eval/#004]

Annex B-10

Sample Flow of Deadlines

Sunday	Monday	Tuesday	Wednesday	Thursday
3	4	5 GRANT SUBMISSION (final format)	6	7
10	11	12	13	14 GRANT REVIEW
17 GRANT NOTIFICATION	18 Four working days--	19	20	21 AWARD OF GRANT (contingent on GEC being available)
24	25	26	27	28

WAIVERS & CERTIFICATIONS REQUIRED FOR ALL GRANTS

The following appendices are to be attached to each Grant Agreement. The beneficiary is required to have read and fully understood all information presented and then sign at the bottom. In the event that an annex is not signed, the grant award will be withdrawn.

Appendices are:

- 1: Drug Free Workplace Certification
- 2: Debarment and Suspension Certification
- 3: Local Cost Financing
- 4: Cost Sharing
- 5: Certification regarding Terrorist Financing
- 6: Standard and Provisional Regulations

Appendix 1: Drug Free Workplace Certification

(To accompany all types of grants)

The Beneficiary of this Grant Agreement, also known as the Grantee, hereby certifies the following:

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

The Beneficiary further certifies that the site(s) for the performance of work to be done in connection with the grant is:

Street address
City, zip code

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

By: (Signature of Beneficiary's Authorized Signatory)
Name: (Name of Beneficiary's Authorized Signatory)

Title: (Title of Beneficiary's Authorized Signatory)
Place Signed: _____
Date: _____

Appendix 2: Debarment and Suspension Certification (to accompany all types of grants)

- A. The Beneficiary certifies to the best of its knowledge and belief, that it and its principals:
 - 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 2. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
 - 4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. The Beneficiary agrees that, unless authorized by the Grant Officer, it will not knowingly enter into any sub-agreements or contracts under this grant with a person or entity that is included on the “Lists of Parties Excluded from Federal Procurement or Non-Procurement Programs”
- C. The Beneficiary further agrees to include the following provision in any sub-agreements or contracts entered into under this grant.
- D. The Beneficiary/contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- E. The policies and procedures applicable to debarment, suspension and intelligibility under AID-financed transactions are set forth in 22 CER Part 208.

On behalf of _____ Organization, the Beneficiary, I hereby acknowledge our understanding and acceptance of the terms and conditions of this Certification.

By: (Signature of Beneficiary’s Authorized Signatory)
Name: (Name of Beneficiary’s Authorized Signatory)
Title: (Title of Beneficiary’s Authorized Signatory)
Place Signed: _____
Date: _____

Appendix 3: Local Cost Financing (June 1993) (to accompany all types of grants)

- a. Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers, or producers, with payment normally being in the currency of the cooperating country.
- b. All locally financed procurements must be covered by source, origin or nationality waivers as set forth in USAID ADS Chapter 310, with the following exceptions.
 - 1. Locally available commodities of U.S. origin, which are otherwise available for financing, if the value of the transaction does not exceed the local currency equivalent of \$100,000, exclusive of transportation costs.
 - 2. Commodities of geographic Code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.
 - 3. Professional Services contracts estimated not to exceed \$250,000.
 - 4. Construction services contracts estimated not to exceed \$5,000,000.
 - 5. Commodities and Services available only in the local economy (no specific transaction value applies to this category). This category includes the following items:
 - A. Utilities including fuel for heating and cooking, waste disposal and trash collection;
 - B. Communication - telephone, fax, postal and courier services;
 - C. Rental costs for housing and office space;
 - D. Petroleum, oils and lubricants for operating vehicles and equipment;
 - E. Newspapers, periodicals and books published in the cooperating country; and
 - F. Other commodities and services that, by their nature, or as a practical matter, can only be acquired, performed or incurred in the cooperating country, e.g. vehicle maintenance, hotel accommodations, etc.

By: (Signature of Beneficiary's Authorized Signatory)
Name: (Name of Beneficiary's Authorized Signatory)
Title: (Title of Beneficiary's Authorized Signatory)
Place Signed: _____
Date: _____

Appendix 4: COST SHARING (MATCHING) (JUN 1993)

(to accompany all types of grants)

(This provision is applicable when the grantee is required to provide a matching share or to cost share.)

- a. For each year (or funding period) under this grant, the grantee agrees to expend from non-Federal funds an amount at least equal to the amount or percentage of the total expenditures under this grant specified in the schedule of the grant. The schedule of this grant may also contain restrictions on the application of cost sharing (matching) funds. The schedule takes precedence over the terms of this provision.
- b. Eligibility of non-Federal funds applied to satisfy cost sharing (matching) requirements under this grant are set forth below:
 1. Charges incurred by the grantee as project costs. Not all charges require cash outlays by the grantee during the project period; examples are depreciation and use charges for buildings and equipment.
 2. Project costs financed with cash contributed or donated to the grantee by other non-Federal public agencies (may include public international organizations or foreign governments) and institutions, and private organizations and individuals, and
 3. Project costs represented by services and real and personal property, or use thereof, donated by other non-Federal public agencies and institutions, and private organizations and individuals.
- c. All contributions, both cash and in-kind, shall be accepted as part of the grantee's cost sharing (matching) when such contributions meet all of the following criteria:
 1. Are verifiable from the grantee's records;
 2. Are not included as contributions for any other federally assisted program;
 3. Are necessary and reasonable for proper and efficient accomplishment of project objectives;
 4. Are types of charges that would be allowable under the applicable Federal cost principles;
 5. Are not paid by the Federal Government under another grant or agreement (unless the grant agreement is authorized by Federal law to be used for cost sharing or matching);
 6. Are provided for in the approved budget when required by AID; and
 7. Conform to other provisions of this paragraph.
- d. Values for grantee in-kind contributions will be established in accordance with the applicable Federal cost principles.
- e. Specific procedures for the grantee in establishing the value of in-kind contributions from non-Federal third parties are set forth below:
 1. Valuation of volunteer services: Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteer services may be counted as cost sharing or matching if the service is an integral and necessary part of an approved program.
 - i. Rates for volunteer services: Rates for volunteers should be consistent with those paid for similar work in the grantee's organization. In those instances in which the required skills are not found in the grantee's organization, rates should be consistent with those paid for similar work in the labor market in which the grantee competes of the kind of services involved.
 - ii. Volunteers employed by other organizations: When an employer other than the grantee furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (exclusive of fringe benefits and overhead costs) provided these services are of the same skill for which the employee is normally paid.
 2. Valuation of donated expendable personal property: Donated expendable personal property includes such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to expendable personal property included in the cost (matching) share should be reasonable and should not exceed the market value of the property at the time of the donation.
 3. Valuation of donated nonexpendable personal property, buildings, and land or use thereof:

- i. The method used for charging cost sharing or matching for donated nonexpendable personal property, buildings and land may differ according to the purpose of the grant as follows:
 - A. If the purpose of the grant is to assist the grantee in the acquisition of equipment, buildings or land, the total value of the donated property may be claimed as cost sharing or matching.
 - B. If the purpose of the grant is to support activities that require the use of equipment, buildings, or land; depreciation or use charges for equipment and buildings may be made. The full value of equipment or other capital and fair rental charges for land may be allowed provided that AID has approved the charges.
- ii. The value of donated property will be determined in accordance with the usual accounting policies of the grantee with the following qualifications:
 - A. Land and buildings: The value of donated and buildings may not exceed its fair market value, at the time of donation to the as established by an independent appraiser; and certified by a responsible official of the grantee.
 - B. Nonexpendable personal property: The value of donated nonexpendable personal property shall not exceed the fair market value of equipment and property of the same age and condition at the time of donation.
 - C. Use of space: The value of donated space shall not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.
 - D. Borrowed equipment: The value of borrowed equipment shall not exceed its fair rental value.
- f. The following requirements pertain to the grantee's supporting records for in-kind contributions from non-Federal third parties.
 - 1. Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the grantee for its employees.
 - 2. The basis for determining the valuation for personal services, material, equipment, buildings and land must be documented.
- g. Individual expenditures do not have to be shared or matched provided that the total expenditures incurred during the year (or funding period) are shared or matched in accordance with the agreed upon amount or percentage set forth in the schedule of the grant.
- h. If at the end of any year (or funding period) hereunder, the grantee has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the difference may be applied to reduce the amount of AID funding the following year (or funding period), or, if this grant has expired or been terminated, the difference shall be refunded to AID.
- i. Failure to meet the cost sharing (matching) requirements set forth in paragraph a. above shall be considered sufficient reasons for termination of this grant for cause in accordance with paragraph a. entitled "For Cause" of the standard provision of this grant entitled "Termination and Suspension".
- j. The restrictions on the use of AID funds set forth in the standard provisions of this grant are applicable to expenditures incurred with AID funds provided under this grant. Except for the requirements of this standard provision, the restrictions set forth in the standard provisions of this grant are not applicable to costs incurred by the grantee from non-Federal funds. The grantee will account for the AID funds in accordance with the standard provision of this grant entitled "Accounting, Audit, and Records"; however, in the event of disallowances of expenditures from AID grant funds, the grantee may substitute expenditures made with funds provided from non-Federal sources, provided they are eligible in accordance with all the standard provisions of this grant.
- k. Notwithstanding paragraph b. of the standard provision of this grant entitled "Refunds", the parties agree that in the event of any disallowance of expenditures from AID grant funds provided hereunder, the grantee may substitute expenditures made with funds provided from non-Federal sources provided they are otherwise eligible in accordance with paragraph b. of this provision.

By: (Signature of Beneficiary's Authorized Signatory)
Name: (Name of Beneficiary's Authorized Signatory)
Title: (Title of Beneficiary's Authorized Signatory)
Place Signed: _____
Date: _____

Appendix 5: Certification regarding Terrorist Financing

As a condition to entering into the referenced agreement, the organization listed below hereby certifies that it has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, including but not limited to the individuals and entities listed in the Annex to Executive Order 13224 and other such individuals and entities that may be later designated by the United States under any of the following authorities: §219 of the Immigration and Nationality Act, as amended (8 U.S.C. § 1189), the International Emergency Economic Powers Act (50 U.S.C. § 1701 et seq.), the National Emergencies Act (50 U.S.C. § 1601 et seq.), or § 212(a)(3)(B) of the Immigration and Nationality Act, as amended by the USA Patriot Act of 2001, Pub. L. 107-56 (October 26, 2001)(8 U.S.C. § 1182). The below named organization further certifies that it will not provide material support or resources to any individual or entity that it knows, or has reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated, or will immediately cease such support if an entity is so designated after the date of the referenced agreement.

For purposes of this certification, “material support and resources” includes currency or other financial securities, financial services, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

For purposes of this certification, “engage in terrorist activity” shall have the same meaning as in section 212(a)(3)(B)(iv) of the Immigration and Nationality Act, as amended (8 U.S.C. § 1182(a)(3)(B)(iv)).

For purposes of this certification, “entity” means a partnership, association, corporation, or other organization, group or subgroup.

This certification is an express term and condition of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

Solicitation Number (if through RFA): _____
Contract/Grant/Agreement Number (if applicable): _____
Date of Application/Proposal: _____
Name of Applicant/Recipient: _____
Typed Name and Title: _____
Signature: _____ Date: _____

Annex 6: Standard and Provisional Regulations

The following regulations are to be attached to each Grant Agreement.

- 1: Standard and Provisional Regulations

**Required As Applicable Standard Provisions For
Non-U.S., Nongovernmental Recipients**

The following standard provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with ADS Chapter 303.5.3. **EACH AWARD IS REQUIRED TO HAVE A PAYMENT PROVISION.** Check off the provisions which are to be included in the award. All of the following standard provisions are incorporated within the award.

- | | | |
|-----|---|-------------------------------------|
| 1. | Payment - Advance | Standard grants |
| 2. | Payment - Reimbursement | Small grants |
| 3. | International Air Travel and Transportation | if applicable |
| 4. | Ocean Shipment of Goods | if applicable |
| 5. | Procurement of Goods and Services | <input checked="" type="checkbox"/> |
| 6. | USAID Eligibility Rules for Goods and Services | <input checked="" type="checkbox"/> |
| 7. | Subagreements | if applicable |
| 8. | Local Procurement | <input checked="" type="checkbox"/> |
| 9. | Patent Rights | <input checked="" type="checkbox"/> |
| 10. | Publications and Media Releases | <input checked="" type="checkbox"/> |
| 11. | Nondiscrimination in Federally Assisted Programs | <input checked="" type="checkbox"/> |
| 12. | Regulations Governing Employees | <input checked="" type="checkbox"/> |
| 13. | Participant Training | if applicable |
| 14. | Voluntary Population Planning | n/a |
| 15. | Protection of the Individual as a Research Subject | if applicable |
| 16. | Negotiated Overhead Rates - Provisional | if applicable |
| 17. | Title To and Use of Property (Recipient Title) | <input checked="" type="checkbox"/> |
| 18. | Title To and Care of Property (U.S. Government Title) | if applicable |
| 19. | Title To and Care of Property (Cooperating Country Title) | <input checked="" type="checkbox"/> |
| 20. | Cost Sharing (Matching) | <input checked="" type="checkbox"/> |
| 21. | Public Notices | <input checked="" type="checkbox"/> |
| 22. | Program Income | <input checked="" type="checkbox"/> |
| 23. | Communication Products | if over \$25k |
| 24. | Prohibition of Assistance to Drug Traffickers | <input checked="" type="checkbox"/> |
| 25. | Prohibition on the Use of Federal Funds to Promote, Support, or Advocate for the legalization or practice of Prostitution | |
| 26. | Reporting of Foreign Taxes | |

1. PAYMENT - ADVANCE (OCTOBER 1998)

(This provision is applicable when the recipient's accounting and financial management systems conform to the standards for funds control and accountability required under: the standard provision of this agreement entitled "Accounting, Audit, and Records", ADS Chapter 303.5.9 and 22 CFR 226.20 through 226.22.)

- (a) In accordance with the Standard Provision entitled "Payment Advances and Refund": USAID funds shall not be commingled with other recipient owned or controlled funds; the recipient shall deposit all USAID cash advances in a separate bank account and shall make all disbursements for goods and services from this account.
- (b) Advances shall be limited to the minimum amounts needed to meet current disbursement needs (generally 30 days) and shall be scheduled so that the funds are available to the grantee as close as is administratively feasible to the actual disbursements by the grantee for program costs. Advances made by the recipient to subrecipients or the recipient's field organizations shall conform substantially to the same standards of timing and amount as apply to cash advances by USAID to the recipient.

Procedures

- (c) After receipt of the initial advance, the recipient shall submit a Standard Form 1034 for each upcoming month (30 day period), with the statement "Request for Advance" printed at the top of the form. The recipient may submit a set of these forms on a quarterly basis (i.e. submission of three SF 1034s one for each month in the upcoming quarter). At the end of each quarter the recipient shall submit a SF 1034 (marked "Liquidation of Advances") to liquidate the advances of the previous quarter. The recipient may submit a new set of SF 1034s ("Request for Advance") once the "Liquidation of Advances" has been submitted. Each SF 1034 shall be identified by the appropriate award number.

2. PAYMENT - REIMBURSEMENT (MAY 1986)

(This provision is applicable to grants for construction or to awards where the recipient does not meet the conditions for periodic advance payment.)

- (a) The recipient shall submit to the USAID Controller noted in the Schedule of the award an original and 2 copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal" and SF 1034A, Continuation of SF 1034, on a monthly basis and in no event no later than on a quarterly basis. Each voucher shall be identified by the award number and shall state the total costs for which reimbursement is being requested.
- (b) Copies of SF 1034 and 1034A may be obtained from the Controller.

3. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

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

- (a) PRIOR BUDGET APPROVAL

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

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

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

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

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

(b) NOTIFICATION

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

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

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

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

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

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

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

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

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

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

(c) SECURITY ISSUES

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

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

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

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

(e) THE FLY AMERICA ACT

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

(f) COST PRINCIPLES

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

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

(g) SUBAWARDS

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

4. OCEAN SHIPMENT OF GOODS (JUNE 1999)

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

- (a) At least 50% of the gross tonnage of all goods purchased under this award and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates.
- (b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this award and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.
- (c) When U.S. flag vessels are not available, or their use would result in a significant delay, the recipient may request a determination of non-availability from the USAID, Transportation and Commodities Division, Office of Procurement, 1300 Pennsylvania Avenue, N.W., Washington, D.C. 20523, giving the basis for the request which will relieve the recipient of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this award.
- (d) The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:

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

and

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

- (e) Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR 202).
- (f) Shipments financed under this award must meet applicable eligibility requirements set out in 22 CFR 228.21.
- (g) This provision will be included in all subagreements which will finance goods to be shipped on ocean vessels.

5. PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)

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

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

- (a) General Requirements:

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

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

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

(i) Recipients avoid purchasing unnecessary items,

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

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

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

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

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

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

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

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

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

(A) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under the award, the recipient shall to the maximum extent possible provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU/MRC), USAID, Washington, D.C. 20523, at least 45 days prior to placing any order or contract in excess of \$100,000:

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

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

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

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

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

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

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

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

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

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

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

(A) Basis for contractor selection;

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

(C) Basis for award cost or price.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Prior approval will be deemed to have been met when:

- (i) The item is of U.S. source/origin;

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

(iii) The costs related to the item are incorporated in the approved budget of the award. Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

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

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

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

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

(ii) Application of Order of Preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph (b)(1)(i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the recipient's documentation:

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

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

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

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

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

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

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

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

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

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

7. SUBAGREEMENTS (OCTOBER 1998)

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

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

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

8. LOCAL PROCUREMENT (OCTOBER 1998)

(This provision is applicable when goods or services are procured under the award.)

(a) Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers, or producers, with payment normally being in the currency of the cooperating country. Regardless of which source, origin, and nationality rules in paragraph (b) of the Provision entitled "USAID Eligibility Rules for Goods and Services" apply, these rules may be followed for local procurement. Rules on Ineligible and Restricted goods continue to apply.

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

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

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

(3) Professional services contracts estimated not to exceed \$250,000.

(4) Construction services contracts estimated not to exceed \$5,000,000.

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

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

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

(iii) Rental costs for housing and office space;

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

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

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

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

(d) This provision will be included in all subagreements where local procurement of goods or services will be financed with USAID funds.

9. PATENT RIGHTS (JUNE 1993)

(This provision is applicable whenever patentable processes or practices are financed by the award.)

(a) Definitions:

- (1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.
 - (2) Subject invention means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement.
 - (3) Practical application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
 - (4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
 - (5) Small business firm means a small business concern which meets the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively.
 - (6) Nonprofit organization means a university or other institution of higher education or an organization which is not organized for profit as described in the laws of the country in which it was organized.
- (b) Allocation of Principal Rights: The recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the recipient retains title, the Federal Government shall have a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. the subject invention throughout the world.
- (c) Invention Disclosure, Election of Title, and Filing of Patent Applications by Recipient:
- (1) The recipient shall disclose each subject invention to USAID within two months after the inventor discloses it in writing to recipient personnel responsible for patent matters. The disclosure to USAID shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to USAID the recipient shall promptly notify USAID of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the recipient.
 - (2) The recipient shall elect in writing whether or not to retain title to any such invention by notifying USAID within two years of disclosure to USAID. However, in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by USAID to a date that is no more than 60 days prior to the end of the statutory period.
 - (3) The recipient shall file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public

use. The recipient shall file patent applications in additional countries within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to USAID, election, and filing may, at the discretion of USAID, be granted.

(d) Conditions When the Government May Obtain Title: The recipient shall convey to USAID, upon written request, title to any subject invention:

(1) If the recipient fails to disclose or elect the subject invention within the times specified in (c) above, or elects not to retain title, USAID may only request title within sixty days after learning of the recipient's failure to report or elect within the specified times.

(2) In those countries in which the recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of USAID the recipient shall continue to retain title in that country.

(3) In any country in which the recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on a patent on a subject invention.

(e) Minimum Rights to Recipient:

(1) The recipient shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the recipient fails to disclose the subject invention within the times specified in (c) above. The recipient's license extends to its subsidiaries and affiliates, if any, within the corporate structure of which the recipient is a party and includes the right to grant sublicenses of the same scope to the extent the recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of USAID except when transferred to the successor of that party of the recipient's business to which the invention pertains.

(2) The recipient's license may be revoked or modified by USAID to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the 37 CFR Part 4 and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of USAID to the extent the recipient, its licensees, or its subsidiaries or affiliates have failed to achieve practical application.

(3) Before revocation or modification of the license, USAID will furnish the recipient written notice of its intention to revoke or modify the license, and the recipient shall be allowed thirty days (or such other time as may be authorized by USAID for good cause shown by the recipient) after the notice to show cause why the license should not be revoked or modified. The recipient has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and Agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Recipient Action to Protect the Government's Interest:

- (1) The recipient agrees to execute or to have executed and promptly deliver to USAID all instruments necessary to (i) establish or conform the rights the Government has throughout the world in those subject inventions to which the recipient elects to retain title, and (ii) convey title to USAID when requested under paragraph (d) above, and to enable the Government to obtain patent protection throughout the world in that subject invention.
- (2) The recipient agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the grantee each subject invention made under agreement in order that the recipient can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1) above. The recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The recipient shall notify USAID of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.
- (4) The recipient agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the agreement awarded by USAID). The Government has certain rights in this invention."
- (g) Subagreements and Contracts: The recipient shall include this standard provision suitably modified to identify the parties, in all subagreements and contracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subrecipient or contractor shall retain all rights provided for the recipient in this standard provision, and the recipient shall not, as part of the consideration for awarding the contract or subagreement, obtain rights in the contractor's or subrecipient's subject inventions.
- (h) Reporting Utilization of Subject Inventions: The recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the grantee or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the grantee, and such other data and information as USAID may reasonably specify. The recipient also agrees to provide additional reports as may be requested by USAID in connection with any march-in proceedings undertaken by USAID in accordance with paragraph (j) of this provision. As required by 35 USC 202(c)(5), USAID agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.
- (i) Preference for United States Industry: Notwithstanding any other provision of this clause, the recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention shall be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by USAID upon a showing by the recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to

potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances manufacture in the United States is not commercially feasible.

(j) **March-in Rights:** The recipient agrees that with respect to any subject invention in which it has acquired title, USAID has the right, in accordance with the procedures in 37 CFR 401.6 and any supplemental Agency regulations, to require the recipient, an assignee, or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the recipient, assignee, or exclusive licensee refuses such a request, USAID has the right to grant such a license itself if USAID determines that:

(1) Such action is necessary because the recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the recipient, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a license of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) **Special Provisions for Awards with Nonprofit Organizations:** If the recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention may not be assigned without the approval of USAID, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided that such assignee shall be subject to the same provisions as the recipient.

(2) The recipient shall share royalties collected on a subject invention with the inventor, including Federal Employee coinventors, when USAID deems it appropriate when the subject invention is assigned in accordance with 35 USC 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, shall be utilized for the support of scientific research or education.

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and it will give preference to a small business firm when licensing a subject invention if the recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the grantee. However, the recipient agrees that the Secretary of Commerce may review the recipient's licensing program and decisions regarding small business applicants, and the recipient shall negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the

Secretary's review discloses that the recipient could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).

(l) Communications: Communications concerning this provision shall be addressed to the Agreement Officer at the address shown in this agreement.

10. PUBLICATIONS AND MEDIA RELEASES (JUNE 2004)

(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 the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

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

(b) Unless the recipient is instructed otherwise by the Cognizant Technical Office, 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 primarily located and of similar size and appearance.

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

USAID Development Experience Clearinghouse (DEC)
ATTN: Document Acquisitions
8403 Colesville Road, Suite 210
Silver Spring, MD 20910
U.S.A.
Fax: 301-588-7787
Internet e-mail address: docssubmit@dec.cdie.org
Homepage: <http://www.dec.org/index>

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

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

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

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

11. NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS (MAY 1986)

(This provision is applicable when work under the award is performed in the United States or when employees are recruited in the United States.)

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

12. REGULATIONS GOVERNING EMPLOYEES (JUNE 1993)

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

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

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

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

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

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

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

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

13. PARTICIPANT TRAINING (OCTOBER 1998)

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

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

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

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

14. VOLUNTARY POPULATION PLANNING (MARCH 1999)

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

(a) Voluntary Participation and Family Planning Methods:

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

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

15. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (OCTOBER 1998)

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

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

(b) Recipient organizations must comply with USAID policy when humans are the subject of research, as defined in 22 CFR 225.102(d), funded by the grant and recipients MUST provide "assurance", as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a BONA FIDE, applicable assurance approved by the Department of Health and Human Services (HHS) such as the "multiple Program assurance" (MPA) will satisfy this requirement. Alternatively, organizations can provide an acceptable written assurance to USAID as described in 22 CFR 225.103. **SUCH ASSURANCES MUST BE DETERMINED BY THE CHSO TO BE ACCEPTABLE PRIOR TO ANY APPLICABLE RESEARCH BEING INITIATED OR CONDUCTED UNDER THE AWARD.** In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed "at least equivalent" to those outlined in Part 225 (See 22 CFR 225.101[h]). Criteria and procedures for making this determination are described in the General Notice cited in the preceding paragraph.

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

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

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

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

(b) The recipient, not later than nine months after the close of each of its accounting periods during the term of this award, shall submit to the Agreement Officer proposed final indirect cost rates with supporting cost data. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.

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

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

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

(f) Any failure by the parties to agree on any final rate(s) under this provision shall be considered a dispute within the meaning of the standard provision of the grant, entitled "Disputes".

17. TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; OVER \$50,000) (OCTOBER 1998)

{ This provision is applicable only when title to property is vested in the recipient and over \$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.)

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

(b) The recipient agrees to use and maintain the property for the purpose of the award in accordance with the following procedures:

1) The recipient shall not use equipment acquired with U.S. Government funds to provide services to non-U.S. Government outside organizations for a fee that is less than private companies charge for equivalent services.

2) The recipient shall use the equipment in the program for which it was acquired as long as needed, whether or not the program continues to be supported by U.S. Government funds and shall not encumber the property without approval of USAID. When no longer needed for the original program, the recipient shall use the equipment in connection with its other Federally-sponsored activities, in the following order of priority:

i) Activities sponsored by USAID, then

ii) Activities sponsored by other U.S. Government agencies.

3) During the time that equipment is used on the program for which it was acquired, the recipient shall make it available for use on other programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. User charges shall be treated as program income.

4) When acquiring replacement equipment, the recipient may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment subject to the approval of the Agreement Officer.

5) The recipient's property management standards for equipment acquired with U.S. Government funds and federally-owned equipment shall include all of the following:

i) Equipment records shall be maintained accurately and shall include the following information:

- A) A description of the equipment,
- B) Manufacturer's serial number, model number, U.S. Government stock number, national stock number, or other identification number;
- C) Source of the equipment, including the award number;
- D) Whether title vests in the recipient, the U.S. Government or other specified entity;
- E) Acquisition date (or date received, if the equipment was furnished by the U.S. Government) and cost;
- F) Information from which one can calculate the percentage of U.S. Government participation in the cost of the equipment (not applicable to equipment furnished by the U.S. Government);
- G) Location and condition of the equipment and the date the information was reported;
- H) Unit acquisition cost;
- I) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensated USAID for its share.

ii) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

iii) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft shall be investigated and fully documented and the recipient shall promptly notify the Agreement Officer.

iv) Adequate maintenance procedures shall be implemented to keep the equipment in good condition;

v) Where the recipient is authorized or required to sell the equipment, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return.

6) When the recipient no longer needs the equipment, the equipment may be used for other activities in accordance with the following standards:

- i) For equipment with a current per unit fair market value of \$5,000 or more, the recipient may retain the equipment for other uses provided that compensation is made to USAID for its share.
- ii) If the recipient has no need for USAID-financed equipment, the recipient shall request disposition instructions from the Agreement Officer.
 - A) If so instructed or if disposition instructions are not issued within 120 calendar days after the recipient's request, the recipient shall sell the equipment and reimburse USAID its share. The recipient shall be permitted to deduct and retain from the USAID share \$500 or ten percent of the proceeds, whichever is less, for the recipient's selling and handling expenses.
 - B) If the recipient is instructed to ship or otherwise dispose of the equipment, the recipient will be reimbursed by USAID for reasonable expenses incurred in disposition.
- (c) USAID reserves the right to transfer the title to USAID or a third party. The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing by the Agreement Officer. When USAID exercises its right to take title, the equipment shall be subject to the Standard Provision entitled "Title to and Care of Property" (U.S. Government Title).
- (d) Within 90 calendar days after the date of completion of the award the recipient shall submit an inventory of all property with the final performance report. The final inventory shall list all equipment acquired with award funds or received from USAID.
- (e) Title to supplies and other expendable equipment shall vest in the recipient upon acquisition. If there is a residual inventory of new/unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the Program or program and the supplies are not needed for any other U.S. Government-sponsored Program or program, the recipient may retain the supplies but must compensate USAID for its share. The recipient shall not use supplies acquired with USAID funds to provide services to outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by U.S. Government statute as long as the U.S. Government retains an interest in the supplies.
- (f) Recipients shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired with Federal funds as provided to property owned by the recipient.
- (g) If the purchase of real property (meaning land, land improvements, structures, and appurtenances thereto) is supported under the award, separate instructions will be provided to the recipient by the Agreement Officer.

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

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

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

- (b) The recipient agrees to use and maintain the property for the purpose of the award and in accordance with the procedures established in this Provision.
- (c) With respect to property having an acquired value of \$5,000 or more, the recipient agrees to report such items to the Agreement Officer as they are acquired and to maintain a control system which will permit their ready identification and location.
- (d) Within ninety calendar days after the end of the award, the recipient will provide a list to the Agreement Officer and the Cognizant Technical Officer of each item that has current fair market value of \$5,000 or more with a detailed proposal of what the recipient intends to do with that property. If the Agreement Officer does not respond within 120 calendar days, the recipient may proceed with the disposition of the property. However, if the recipient uses the property for purposes other than those of the award or sells or leases the property, USAID shall be reimbursed of its share of the property unless the Agreement Officer authorizes USAID's share of the income from selling or leasing the property to be used as program income. This share is based upon the percentage of USAID's contribution to the recipient's program. If USAID paid 100% of the recipient's costs, then USAID would receive 100% of the selling cost less a nominal selling fee of \$500 or 10%, whichever is less.

18. TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT TITLE) (OCTOBER 1998)

(This provision is applicable when title to property is vested in the U.S. Government.)

- (a) Property, title to which vests in the Government under this award, whether furnished by the Government or acquired by the recipient, is subject to this provision and is hereinafter collectively referred to as "Government property." Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personal property by reason of affixation to any real property.
- (b) Use of Government Property: Government property shall, unless otherwise provided herein or approved by the Agreement Officer, be used only for the performance of this award.
- (c) Control, Maintenance and Repair of Government Property:
- (1) The recipient shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this award. The recipient shall take all reasonable steps to comply with all appropriate directions or instructions which the Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.
- (2) The recipient shall submit, for review by the Agreement Officer, a records system for property control and a program for orderly maintenance of Government property; however, if the property control and maintenance system has been reviewed by another U.S. Government department or agency pursuant to Section __.30 through __.36 of OMB Circular A-110, the recipient shall furnish the Agreement Officer proof of such review in lieu of another submission.
- (3) Property Control: The property control system shall include but not be limited to the following:

- (i) Identification of each item of Government property acquired or furnished under the award by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of U.S. Government."
 - (ii) The price of each item of property acquired or furnished under this award.
 - (iii) The location of each item of property acquired or furnished under this award.
 - (iv) A record of any usable components which are permanently removed from items of Government property as a result of modification or otherwise.
 - (v) A record of disposition of each item acquired or furnished under the award.
 - (vi) The official property control records shall be kept in such condition that at any stage of completion of the work under this award, the status of property acquired or furnished under this award may be readily ascertained. A report of current status of all items of property acquired or furnished under the award shall be submitted yearly concurrently with the annual report.
- (4) Maintenance Program: The recipient's maintenance program shall be consistent with sound business practice, the terms of the award, and provide for:
- (i) Disclosure of need for and the performance of preventive maintenance,
 - (ii) Disclosure and reporting of need for capital type rehabilitation, and
 - (iii) Recording of work accomplished under the program.
 - (A) Preventative maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.
 - (B) Records of maintenance - The recipient's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.
 - (C) A report of status of maintenance of Government property shall be submitted annually with the annual report.
- (d) Risk of Loss:
- (1) The recipient shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage except that the recipient shall be responsible for any such loss or damage (including expenses incidental thereto):
 - (i) Which results from willful misconduct or lack of good faith on the part of any of the recipient's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the recipient's business, or all or substantially all of the recipient's operation at any one plant, laboratory, or separate location in which this award is being performed;

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

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

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

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

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

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

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

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

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

(i) The lost, destroyed, or damaged Government property;

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

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

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

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

(5) In the event the recipient is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, it shall use the proceeds to repair, renovate, or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the award, or shall otherwise reimburse the Government, as directed by the Agreement Officer. The recipient shall do nothing to prejudice the Government's right to recover against third parties

for any such loss, destruction, or damage, and upon the request of the Agreement Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.

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

(f) Final Accounting and Disposition of Government Property: Upon completion of this award, or at such earlier dates as may be fixed by the Agreement Officer, the recipient shall submit, in a form acceptable to the Agreement Officer, inventory schedules covering all items of Government property not consumed in the performance of this award or not theretofore delivered to the Government, and shall prepare, deliver, or make such other disposition of the Government property as may be directed or authorized by the Agreement Officer.

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

19. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (OCTOBER 1998)

(This provision is applicable when an award is funded under an agreement between USAID and the Host Country, or when the award provides for property titled in the name of the Host Country or such public or private agency as the Host Country Government may designate to be furnished to or acquired by the recipient.)

(a) Except as modified by the Schedule of this award, title to all equipment, materials, and supplies, the cost of which is reimbursable to the recipient by USAID or by the cooperating country, shall at all times be in the name of the cooperating country or such public or private agency as the cooperating Government may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the Schedule of this award, but all such property shall be under the custody and control of recipient until the owner of title directs otherwise or completion of work under this award or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

(b) The recipient shall prepare and establish a program, for the receipt, use, maintenance, protection, custody, and care of equipment, materials, and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient shall be guided by the requirements of 22 CFR Part 226.30 through 226.36.

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

20. COST SHARING (MATCHING) (JULY 2002)

(This provision is applicable when the recipient is required to provide a matching share or to cost share.)

(a) During the period of this award, the recipient agrees to spend funds from non-U.S. Government sources in an amount at least equal to the amount or percentage of the total expenditures under this award specified in the schedule of the award. The schedule of this award may also contain restrictions on the application of cost sharing (matching) funds. The schedule of the award takes precedence over the terms of this provision.

(b) Eligibility of non-U.S. Government funds applied to satisfy cost sharing (matching) requirements under this award are set forth below:

(1) Charges incurred by the recipient as Program costs. Not all charges require cash outlays by the recipient during the Program period; examples are depreciation and use charges for buildings and equipment.

(2) Program costs financed with cash contributed or donated to the recipient by other non-U.S. Government organizations (may include public international organizations or foreign governments and institutions, private organizations, or individuals), and

(3) Program costs represented by services and real and personal property, or use thereof, donated by other non-U.S. Government agencies and institutions, and private organizations and individuals.

(c) All contributions, both cash and in-kind, shall be accepted as part of the recipient's cost sharing (matching) when such contributions meet all of the following criteria:

(1) Are verifiable from the recipient's records;

(2) Are not included as contributions for any other U.S. Government-assisted program;

(3) Are necessary and reasonable for proper and efficient accomplishment of Program objectives;

(4) Are types of charges that would be allowable under the applicable Federal cost principles;

(5) Are not paid by the U.S. Government under another grant or agreement (unless the grant or agreement is authorized by U.S. Government law to be used for cost sharing or matching);

(6) Are provided for in the approved budget when required by USAID; and

(7) Conform to other provisions of this paragraph.

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

(d) Values for recipient in-kind contributions will be established in accordance with the applicable Federal cost principles.

(e) Specific procedures for the recipient in establishing the value of in-kind contributions from non-U.S. Government third parties are set forth below:

(1) Valuation of volunteer services: Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteer services may be counted as cost sharing or matching if the service is an integral and necessary part of an approved program.

(i) Rates for volunteer services: Rates for volunteers should be consistent with those paid for similar work in the recipient's organization. In those instances in which the required skills are not found in the recipient's organization, rates should be consistent with those paid for similar work in the labor market in

which the recipient competes of the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

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

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

(3) Valuation of donated equipment, buildings, and land or use thereof:

(i) The method used for charging cost sharing or matching for donated equipment, buildings, and land for which title passes to the recipient may differ according to the purpose of the award as follows:

(A) If the purpose of the award is to assist the recipient in the acquisition of equipment, buildings, or land, the total value of the donated property may be claimed as cost sharing or matching.

(B) If the purpose of the award is to support activities that require the use of equipment, buildings, or land; normally only depreciation or use charges for equipment and buildings may be made. However, the full value of equipment or other capital assets and fair rental charges for land may be allowed provided that the USAID Agreement Officer has approved the charges.

(ii) The value of donated property will be determined in accordance with the usual accounting policies of the recipient with the following qualifications:

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

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

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

(D) Loaned equipment: The value of loaned equipment shall not exceed its fair rental value.

(f) The following requirements pertain to the recipient's supporting records for in kind contributions from third parties. With the authorization of the Agreement Officer, the recipient may attribute cost share contributions from subrecipients to the prime award.

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

(2) The basis for determining the valuation for personal services, material, equipment, buildings, and land shall be documented.

(g) Individual expenditures do not have to be shared or matched provided that the total expenditures incurred during the year (or funding period) are shared or matched in accordance with the agreed upon amount or percentage set forth in the schedule of the award.

(h) If at the end of any or funding period hereunder, the recipient has expended an amount of non-U.S. Government funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID funding for the following funding period, or, if this award has expired or been terminated, may require that the recipient refund the difference to USAID.

(i) If the recipient fails to act in good faith to meet the cost sharing (matching) requirements set forth in paragraph (a) above, the Agreement Officer may consider it sufficient reason to terminate this award for cause in accordance with the Standard Provision of this award entitled "Termination and Suspension".

(j) The restrictions on the use of USAID funds set forth in the standard provisions of this award are applicable to expenditures incurred with USAID funds provided under this award. Except for the requirements of this standard provision, the restrictions set forth in the standard provisions of this grant are not applicable to costs incurred by the recipient from non-U.S. Government funds. The recipient will account for the USAID funds in accordance with the standard provision of this award entitled "Accounting, Audit, and Records"; however, in the event of disallowances of expenditures from USAID award funds, the recipient may substitute expenditures made with funds provided from non-U.S. Government sources, provided they are eligible in accordance with all the standard provisions of this award.

(k) Notwithstanding paragraph (b) of the standard provision of this award entitled "Refunds", the parties agree that in the event of any disallowance of expenditures from USAID award funds provided hereunder, the recipient may substitute expenditures made with funds provided from non-Federal sources provided they are otherwise eligible in accordance with paragraph (b) of this provision.

21. PUBLIC NOTICES (JUNE 1993)

(This provision is applicable when the Cognizant Technical Officer or SO Team determines that the award is of public interest and requests that the provision be included in the award.)

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

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

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

22. PROGRAM INCOME (OCTOBER 1998)

(This provision shall be applicable when Program Income is earned under the award)

(a) The Recipient shall apply the standards set forth in this Provision to account for program income related to projects financed in whole or in part with Federal funds.

(b) Except as provided in paragraph (h) of this section, program Income earned during the project period shall be retained by the recipient and, in accordance with USAID regulations, other implementing guidance, or the terms and conditions of the award, shall be used in one or more of the following ways:

1) Added to funds committed by USAID and the recipient to the Program or program, and used to further eligible Program or program objectives.

2) Used to finance the non-U.S. Government share of the Program or program.

3) Deducted from the total Program or program allowable cost in determining the net allowable costs on which the U.S. Government share of costs is based.

(c) When the agreement authorizes the disposition of program income as described in paragraph (b)(1) or (b)(2) of this section, program income in excess of any limits stipulated shall be used in accordance with paragraph (b)(3) of this section.

(d) If the terms and conditions of the award do not specify how program income is to be used, paragraph (b)(3) of this section shall apply automatically; program income in excess of the cost share amount may be applied in accordance with paragraph (b)(1) of this section shall apply automatically unless the terms and conditions of the award provide another alternative, or the recipient is subject to special award conditions, as indicated in Sec. 226.14. Recipients which are commercial organizations may not apply paragraph (b)(1) of this section, in accordance with Sec. 226.82 of this part.

All program generated income will further support the project's objectives.

(e) Unless the terms and conditions of the award provide otherwise, recipients shall have no obligation to the U.S. Government regarding program income earned after the end of the Program period.

(f) Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award and they comply with the Cost Principles applicable to the award funds.

(g) Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards (See Sec. 226.30 through 226.37)

(g) Unless the terms and conditions of the award provide otherwise, recipients shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

23. COMMUNICATIONS PRODUCTS (OCTOBER 1994)

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

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

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the agreement or approved in writing by the

Agreement Officer. A copy of the standards for USAID-financed publications and video productions is attached.

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

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

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

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

24. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

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

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

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

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

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

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

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

25. “PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION – ACQUISITION (JULY 2004)

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this contract may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

(b) This subsection (b) only applies to foreign non-governmental organizations and PIOs receiving U.S. Government funds to carry out programs that target victims of severe forms of trafficking as either prime awardees or subawardees.

- (1) For programs that target victims of severe forms of trafficking, as a condition of entering into this agreement or subagreement, the recipient/subrecipient agrees that in its activities outside of the United States and its possessions it does not promote, support, or advocate the legalization or practice of prostitution. The preceding sentence shall not apply to organizations that provide services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked.
- (2) The following definitions apply for purpose of this clause: FOREIGN NON-GOVERNMENTAL ORGANIZATION – The term “foreign non-governmental organization” means an entity that is not organized under the laws of any State of the United States, the District of Columbia or the Commonwealth of Puerto Rico. SEVERE FORMS OF TRAFFICKING IN PERSONS.—The term “severe forms of trafficking in person” means
 - a. Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
 - b. The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. The recipient shall insert this provision in all sub-agreements under this award.
 - d. This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination, in whole or in part, of the agreement by USAID prior to the end of its term.”

26. Reporting of Foreign Taxes

- (a) Final and Interim Report: The recipient must annually submit two reports:
 - (i) an interim report by November 17; and
 - (ii) a final report by April 16 of the next year.
- (b) Contents of Report. The reports must contain:
 - (i) Recipient name.
 - (ii) Contact name and phone, fax and email.
 - (iii) Agreement number(s)

(iv) Amount of foreign taxes assessed by a foreign government (each foreign government must be listed separately) on commodity purchase transactions valued at \$500 or more financed with U.S. Foreign assistance funds under this agreement during the prior U.S. fiscal year.

(v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursement on the taxes reported in (iv) received by the recipient through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.

(vii) The final report is an updated cumulative report of the interim report.

(viii) Reports are required even if the recipient did not pay any taxes during the report period.

(ix) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

(C) Definitions. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign Government" includes any foreign governmental entity.

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(D) Where. Submit the reports to:

Controller Office
American Embassy/Amman
USAID Unit 70206
APO AE 09892-0206/Jordan

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

(F) For further information, see <http://www.state.gov/m/rm/c10443.htm>."

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