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U.S. INDIAN OCEAN TSUNAMI WARNING SYSTEM (IOTWS) PROGRAM
SMALL GRANTS PROGRAM
MANUAL 2005-2007

April 2006

Prepared for the United States Agency for International Development
by the IRG-Tetra Tech Joint Venture



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International Resources Group - Tetra Tech Joint Venture

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SMALL GRANTS PROGRAM MANUAL 2005-2007

March 2006

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LIST OF ACRONYMS AND ABBREVIATIONS

ADPC	Asian Disaster Preparedness Center
ADS	Automated Directives Systems
COP	Chief of Party
CTO	Cognizant Technical Officer
DCOP	Deputy Chief of Party
GA	Grant Agreement
GSC	Grant Selection Committee
ICG	Intergovernmental Coordination Group of the IOC
IOC	Intergovernmental Oceanographic Commission of UNESCO
IOTWS	Indian Ocean Tsunami Warning System (as used to describe U.S. government program)
IOTWS	Indian Ocean Tsunami Warning and Mitigation System (full name of ICG for Indian Ocean, ICG/IOTWS)
IQC	Indefinite Quantity Contract
IR	Intermediate Result
IRG-Tetra Tech	International Resources Group & Tetra Tech Joint Venture
NGO	Non-Governmental Organization
NOAA	National Oceanic and Atmospheric Administration (United States)
PA	Program Area
PI	Program Integrator (USAID contractor supporting US IOTWS Program)
PMP	Performance Management Plan
RDM/A	Regional Development Mission/Asia of USAID
RFA	Request for Application
ROP	Regional Office of Procurement
SGP	Small Grants Program
SOW	Statement of Work
SpO	Special Objective
Tt	Tetra Tech, Inc.
UNESCO	United Nations Educational, Scientific and Cultural Organization
USAID	U.S. Agency for International Development
USDA/FS	U.S. Department of Agriculture/Forest Service
USG	United States Government
USGS	U.S. Geological Survey
USTDA	U.S. Trade and Development Agency

1. INTRODUCTION

On December 26, 2004, a 9.3 magnitude earthquake occurred in the Indian Ocean off the coast of Sumatra, Indonesia and was followed by a major tsunami that devastated many coastal areas of Asia and Africa. Almost 200,000 people in eight countries perished in a few hours, and over 100,000 are still missing. Many more had their homes and livelihoods swept away. As a result of this disaster, the international community led by the Intergovernmental Oceanographic Commission (IOC) of the United Nations Educational, Scientific and Cultural Organization (UNESCO) has joined efforts to develop the first operational tsunami warning and mitigation system for the Indian Ocean, modeled after the system currently used in the Pacific.

Of the \$656 million the U.S. has dedicated for tsunami recovery and reconstruction, led by the U.S. Agency for International Development (USAID), \$16.6 million will be used to implement a U.S. Government (USG) program to support the development of the Indian Ocean Tsunami Warning System (IOTWS). The US IOTWS Program serves to support efforts to develop an “end-to-end” early warning system for tsunamis and other natural disasters in the Indian Ocean in coordination with the IOC’s Intergovernmental Coordination Group for the Indian Ocean, which has the lead responsibility for coordinating the effort of other donor nations and national governments in the region and others.

The US IOTWS Program Team (the Team) consists of USG agencies and a Program Integrator (PI) contractor represented by a variety of technical organizations. USAID Regional Development Mission for Asia (RDM/A) serves as the program lead and provides overall management of the program, in coordination with other key USAID offices in the region and in Washington, DC. USAID’s agency partners include the National Oceanic and Atmospheric Administration (NOAA), U.S. Geological Survey (USGS), U.S. Department of Agriculture’s Forest Service (USDA/FS), and U.S. Trade and Development Agency (USTDA).

USAID contracted the IRG-Tetra Tech Joint Venture (IRG-Tetra Tech) to serve as the Program Integrator to provide a variety of field- and U.S.-based quick response technical assistance, coordination, logistical, training, and administrative support to RDM/A, to USG agency partners, and to international, national, and local organizations involved in the development of the IOTWS. IRG-Tetra Tech was awarded Task Order EPP-I-02-04-00024-00 on August 4, 2005 under USAID Contract No. EPP-I-00-04-0024-00.

The US IOTWS Program is organized into the following seven program areas:

1. Technical Support to IOC
2. Regional Hazard Detection, Observation, and Forecasting Systems
3. National Dissemination and Communication of Warnings
4. Local Preparedness and Mitigation
5. Regional Exchanges, Training, and Information Resources
6. Overarching Program Coordination, Administrative Support, and Outreach
7. Small Grants Program

The activities defined for each program area are described at length in the Integrated Program Work Plan 2005-2007 for the US IOTWS Program, located on the program website (www.iotws.org) or provided upon request. Key sections of the work plan are provided with this manual in Annex 10. Core program areas (Program Areas 2, 3, and 4) focus on regional, national and local capacity building activities to support the development of an IOTWS. Cross-cutting program areas (Program Areas 1, 5, 6, and 7) support the core program areas and include capacity building for the IOC, regional exchange of lessons learned, program management and outreach, and a small grants program. Each program area consists of one or more activities.

This manual is to provide policies and guidelines regarding the small grants program to be implemented under the USAID contract.

2. OVERVIEW OF SMALL GRANTS PROGRAM

2.1 Small Grants Program Objectives

The objective of the IOTWS Small Grants Program (SGP) is to provide opportunities for partner organizations to conduct activities to support or enhance program implementation under Program Areas 3 and 4 in one or more of the five focus countries of the US IOTWS Program. (Program Areas 3 and 4 are described in the Integrated Program Work Plan 2005-2007 for the US IOTWS Program; excerpts of these sections are provided in Annex 10). USAID and the PI are responsible for the design and implementation of a small grants program to provide grants to local implementing partners supporting activities of the US IOTWS Team and to help catalyze and replicate pilot activities at the sub-national level in a manner that will contribute to on-the-ground disaster mitigation, preparedness, and response. The SGP will complement the overall end-to-end early warning system with downstream, sustainable projects. This Grants Manual, as approved by the USAID Cognizant Technical Officer (CTO) who oversees the US IOTWS Program and the Regional Contracting Officer (RCO), outlines guidelines for the implementation of the SGP.

In order to be more effective in the implementation of the US IOTWS Program, the PI will use small grants to enhance, support and facilitate achievement of Special Objective (SpO) results to create a greater impact. The PI, through the guidance of the USAID RDM/A Regional Office of Procurement (ROP) will be allowed to administer grants under its contract with USAID.

Through the SGP, the PI intends to seek out and engage local institutions as implementing partners, while ensuring that the program resources are extended to produce maximum long term impact as both capacity and local capabilities are enhanced. As with the greater US IOTWS Program Principles and Themes (see Annex 10 for excerpts from the Integrated Program Work Plan), the SGP will help to reinforce and encourage regional cooperation and the sharing of experiences and lessons learned within the region, as well as with the U.S. and international community. The SGP will place emphasis upon field-level support within the region in the five target countries as well, although international and U.S. organizations are eligible for grants. Activities under the SGP will invest in large part in capacity building and technical assistance, and include training exercises. Grant recipients are also encouraged to provide and identify potential opportunities for leveraging of external resources from other donors, the private sector and NGOs.

The US IOTWS Program will contribute substantively to USAID's Special Objective 498-045 to save lives and support government-led early warning and disaster preparedness efforts in the Indian Ocean region. The US IOTWS Program Performance Management Plan (PMP) lays out specific indicators of accomplishment connected to each program area. Grantees will be expected to contribute in a significant way to one or more of the following intermediate results (IRs) and indicators included in the PMP relating to Program Areas 3 and 4:

Sub-IR 2. Tsunami detection and early warning capabilities improved

Indicator 2.1: Number of regional-level tsunami detection and communications systems designed, demonstrated, upgraded or operated in the region in collaboration with key partners

Sub-IR 3. National capacity in disaster management planning, tsunami warning dissemination, and vulnerability assessment improved

Indicator 3.1: Number of national policies, plans protocols, procedures and analytical capabilities developed or improved through training and technical assistance

Sub-IR 4. Local preparedness and costal mitigation for tsunamis and related hazards improved

Indicator 4.1: Number of communities trained in disaster preparedness

Indicator 4.2: Number of costal communities adopting and/or implementing common criteria and/or benchmarks for costal disaster preparedness

2.2 Grants Administration

Applicable Rules and Requirements¹. The US IOTWS Program will follow the requirements of USAID's Automated Directives System (ADS) 201, 302.5.6, and 303, the Standard Provisions for Non-U.S. Governmental Recipients, the Required as Applicable Standard Provisions for Non-U.S. Governmental Recipients, the provisions of the USAID/IOTWS contract Task Order number EPP-I-02-04-00024-00, and applicable U.S. and local law. Grants administered under this contract will be Simplified Grants, with rare exceptions.² All payments under grants to be awarded will normally be disbursed following receipt of deliverables as spelled out in individual grant agreements. All rules and regulations, including the "Administration of Assistance Awards to U.S. Non-Governmental Organizations" will apply to the extent practicable for these awards. Additionally, certain provisions of this program were modeled on the small grants program as approved under the general Water Indefinite Quantity Contract (IQC) USAID contract number EPP-I-00-04-00024-00.

All small grant agreements shall include a copy of the standard provisions. Key sections of the Required as Applicable provisions include:

- Payment – Reimbursement
- Procurement of Goods and Services
- USAID Eligibility Rules for Goods and Services
- Local Procurement
- Publication and Media Releases
- Negotiated Overhead Rates – Provisional
- Title to and Use of Property
- Cost Sharing (Matching)
- Public Notices
- Program Income.

PI Responsibilities. The PI shall define, solicit, manage, document, and report on a grants program for local NGO cooperating partners and other eligible organizations, estimated at up to \$750,000 over the contract period. It will be the role of the PI to provide all the needed background information and written instructions, including the evaluation criteria, to potential grant recipients, interested individuals, and persons on the Grants Committee. The PI will also ensure that all rules and regulations in this manual are carried out in all phases of the grant award process. The PI shall include all standard provisions and obtain all required certifications for sub-awardees per ADS 303. Additional requirements that apply to USAID executed grants shall also apply to sub-grants signed by the PI.

Grants Solicitations. In accordance with the approved SGP provisions detailed in this manual, the PI shall solicit applications through announcement, nomination, or recommendation, and conduct a competitive selection on grantee(s). Any non-competitive award shall be justified in writing by the PI. Prior to award, the PI shall ensure that proposed grantees have been determined to be responsible in accordance with procedures outlined in the ADS.³

USAID Involvement. The USAID CTO shall have significant involvement in the establishment of selection criteria and the approval of the Request for Applications (RFA), shall serve on the selection committee, and shall approve the final selection of grantees. The RCO shall have significant

¹ By reference, the IOTWS SGP incorporates all relevant aspects of the USAID ADS Chapter 303 – Grants and Cooperative Agreements to Non-Governmental Organizations: <http://www.usaid.gov/policy/ads/300/303.pdf>, the Mandatory Standard Provisions for Non-U.S., Nongovernmental Organizations <http://www.usaid.gov/policy/ads/300/303mab.pdf>, and the applicable Mandatory Standard Provisions for U.S non-governmental organizations <http://www.usaid.gov/policy/ads/300/303maa.pdf>.

² See ADS 303.5.15 small grants under this contract using the simplified grant format will meet all of these requirements

³ For example, under ADS 303.5.5d (4), small awards under \$50,000 are exempt from competitive requirement.

involvement in the approval of the Small Grants Manual. USAID retains the right to terminate the grant activity (activities) unilaterally if extraordinary circumstances warrant termination (see section 3.9 below for details). The DCOP will conduct all pre-award surveys.

Eligible Organizations. Organizations eligible to apply for small grants include Asian, international, or U.S.-based non-government organizations (NGOs), community-based organizations, trade associations and businesses, and universities, with an overall emphasis on national, local and/or community-level institutions. While U.S.-based and international organizations may apply for grants under the SGP, preference will be given to organizations based in the Indian Ocean region.

Value and Duration of Grants. The total value of any individual grant to any organization will not exceed US\$25,000, with the exception of six grants to be awarded between \$25,000 and \$100,000 subject to the approval of the USAID CTO. An award to a U.S.-based organization, if any, shall not exceed the \$25,000 limit.⁴ All grants must be completed by the grantee and closed out in collaboration with the PI team by August 15, 2007, one-and-a-half months prior to the estimated completion date of the overall US IOTWS Program (September 30, 2007). Follow-on grants are permissible and must be completed by August 15, 2007.

Competitive Award Process. It is USAID's and the PI's policy to ensure maximum competition by seeking applications from all eligible and qualified entities. The PI will use competition as practical in selecting grant recipients through procedures involving transparent application, review, and selection (outlined in Section 3.2, below). All grants shall be awarded competitively unless the USAID CTO approves an exception (see Section 3.2.6 below). Establishing a two-tiered (or greater) level of competition (i.e. prequalification round) is in keeping with this policy as long as applications are reviewed in a fair manner at each level.

2.3 General Principles for all Administered Grants

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

- Maintain accounting records, documentation, and data that reveal the use given to the resources received;
- Develop detailed budgeting for the resources received and used (implemented activities will be monitored to determine possible changes in the budget);
- Identify all the disbursements by type of resource (labor, purchases, infrastructure, services, materials, labor, etc) and their unit cost (Any budgeted cost in excess of \$10,000 must be justified and is subject to the approval of the PI and USAID. All purchases exceeding this amount must comply with the purchase transparency criteria, the competitive selection and be backed up by purchase orders and registrations.);
- Follow USAID rules for goods, serviced purchases and restricted/non-eligible suppliers (see section 3.7 below for details); and
- Address USAID expectations and mandatory requirements concerning gender.

The PI will conduct periodic technical and administrative checks on the grant recipients to verify compliance with these regulations.

3. US IOTWS SGP ORGANIZATIONAL STRUCTURE AND PROCEDURE

The Chief of Party (COP) is responsible for the overall grant program and signs all grant agreements; Deputy Chief of Party (DCOP) is responsible for the financial management of all grants; and PI Grant Administrator is responsible for administering and managing the SGP.

⁴ See ADS 302.5.6 (1).

3.1 Grant Selection Committee (GSC)

The PI will collaborate with RDM/A, USAID country missions, host country counterparts, and local stakeholders throughout the process of identifying potential individual grant recipients and the review procedures. The USAID CTO will be fully involved throughout, as appropriate. The PI desires transparency in the selection of recipients to receive funds, and throughout the entire management cycle of the grants program. Compliance with US and international regulations will be maintained. A log will be set up to track each phase in the cycle. (See Annexes for the forms used during the process.)

The PI shall establish a Grant Selection Committee (GSC). To keep the process streamlined, the number of voting members will be kept to a minimum, limited to the COP and other members of the contractor's technical staff or host country counterparts (if appropriate). Decisions of this committee will be made by majority vote of the members participating in the committee. The USAID CTO or any USAID or US Government representative will be non-voting members of the GSC. Other partners may be invited on an ad hoc basis to provide technical and advisory input, as follows:

Technical/Advisory Members

- A partner from the country where the proposed activity shall take place (such as a representative from a USAID bilateral mission);
- USG partner agency (USDA/FS, NOAA, USGS, USTDA); and/or
- Subcontractor partner from the PI, such as the Asian Disaster Preparedness Center (ADPC) or University of Rhode Island (URI).

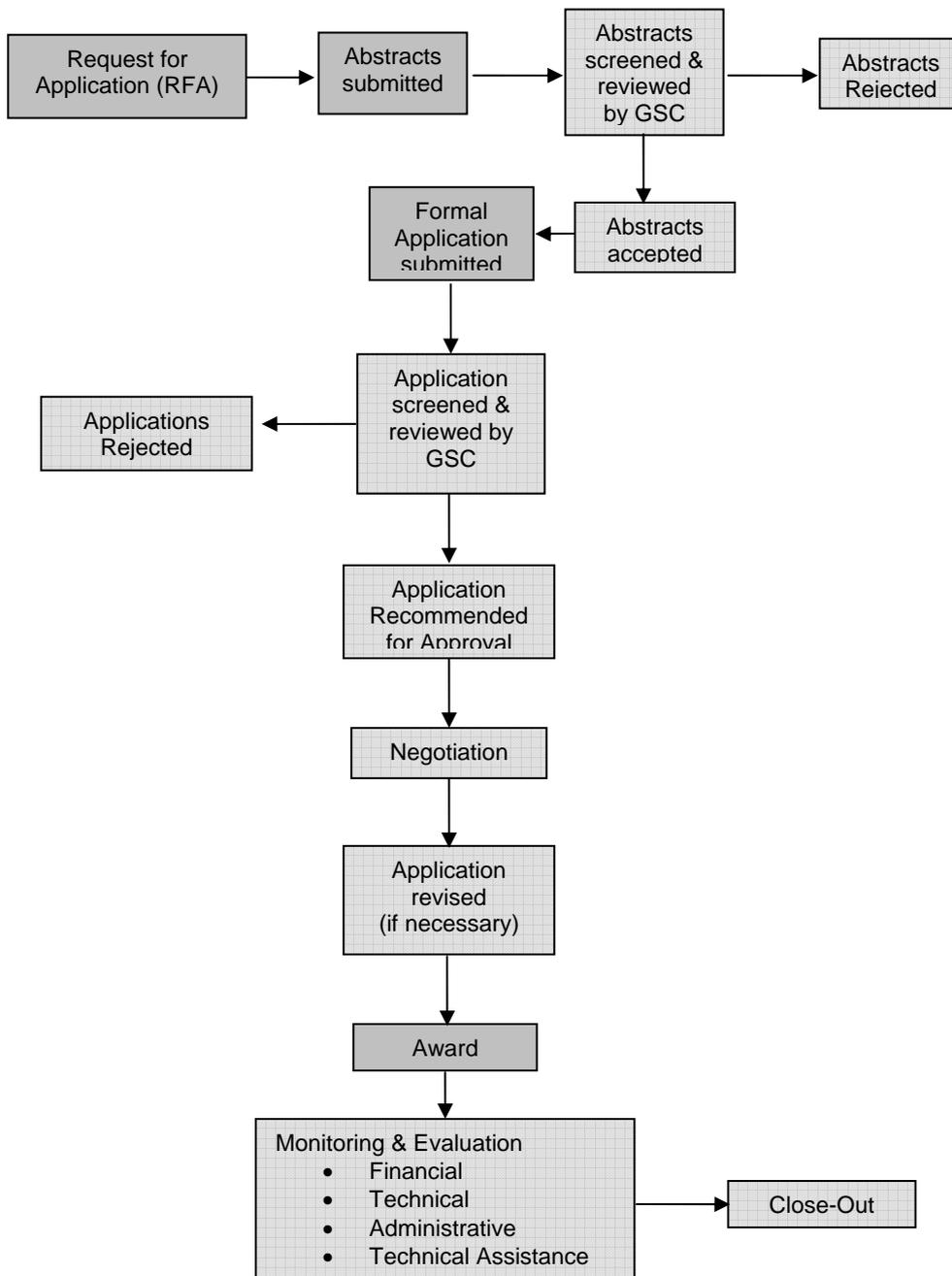
To maintain the integrity and transparency of the SGP, the PI will ensure that no members of the GSC have conflicts of interest regarding the applicants or the subject matter of the grant in question. The USAID CTO must approve all proposed grant recipients before final award is made.

3.2 Application Process

As provided in Figure 1 below, the formal application process begins with the PI issuing a Request for Applications (RFA). To help establish a competitive environment for awarding grants, the PI will encourage a large number of potential applicants to respond to the RFA. However, efforts to encourage applications include issuance of a pre-solicitation announcement describing the overall SGP in January 2006 and encouraging the submission of abstracts.

Through the RFA, applicants who have not already done so in response to the presolicitation notice will be asked to submit abstracts of proposed activities first. These abstracts will be evaluated for consistency with US IOTWS Program principles and basic instructions in the RFA. For those abstracts that are not rejected, the PI will follow up with the applicant to request a formal application. Applications will be evaluated as described below.

Figure 1. Small Grants Cycle



3.2.1 Request for Applications (RFA)

The PI will release a Request for Applications (RFA) for each grant cycle that outlines the basic objectives of the program and solicits proposal *abstracts*. The RFA will provide specific application requirements for abstracts and formal applications, including format and content, and provide evaluation criteria. All grants under the US IOTWS SGP will require an application that will undergo a review and approval process. All information received by the PI during the application process will be considered proprietary and held in strictest confidence by USAID and all members of the US IOTWS Team who review the material.

An RFA for each grant cycle will be: posted on the US IOTWS website; sent out through various list serves; distributed during conferences, workshops, and trainings; shared through national/regional associations and targeted mailings. The RFA will be made available to any interested parties in both electronic and hard-copy to enable wide distribution.

In coordination with USAID and other USG partners, the PI may take additional steps to identify applicants whose skills, experience, and expertise would provide complementary technical capabilities. Applicants identified in this manner will be subjected to the entire grant cycle, including scrutiny by the evaluation committee.

3.2.2 Abstracts

The PI will accept abstracts in Word or PDF format containing the following information:

1. Project Title, Organization, and Point of Contact
2. Project Objectives
3. Expected Products/Outcomes
4. Relationship with ongoing projects & targeted beneficiaries
5. Strategy for Sustainable Implementation and Activities
6. General Budget

The page length of the abstract shall not exceed three pages. Upon receipt of the draft abstract, the PI may make recommendations to the GSC about the general scope or budget. Organizations submitting abstracts will then be placed into two categories:

- Abstracts that are not consistent with the overall program principles of the US IOTWS Program and are rejected; or
- Abstracts that are consistent with the overall program principals of the US-IOTWS Program – these organizations will be asked to provide the PI with a full grant proposal as outlined in section 3.2.3.

The PI will notify organizations submitting abstracts whether their abstract has been rejected. The PI will be responsible to notify rejected parties electronically and to provide a short justification for the GSC's decision. If an abstract is found acceptable by the GSC, the PI will request the applicant to submit a formal grant application. It shall be emphasized to prospective applicants that such a request for formal grant applications shall not constitute any commitment for an award of a grant.

3.2.3 Formal Grant Applications

The PI will accept formal applications following the Grant Application Format in Annex 1. Consistent with the template provided in Annex 1, the application must address the following:

- Identity and legal status of the grantee;
- Presentation of the organization, including background on the degree of experience in the relevant technical areas; and
- Technical, organizational and financial management capacity to manage the program of activity and / or proposed purchases;
- Clear formulation of the goal and objectives of the proposed grant;
- Demonstration of the linkages between the goals and objectives of the US IOTWS and those of the proposed grant;
- Sound technical approach including the strategy and set of activities by which the grantee will develop the various ways and means to achieve the goals and the objectives of the grant;
- Potential impact upon women, children or other vulnerable groups;
- Proposed approach for contributing to US IOTWS program indicators and adoption of a results monitoring and reporting plan (consistent with the US IOTWS Performance Management Plan (PMP));
- Budget with a breakdown of costs by activities and administrative costs; and
- Proposed payment/deliverable schedule.

Formal grant applications must be submitted to the PI office in one hard copy with a back-up electronic copy in Microsoft Word or Adobe Acrobat format. Budgets will be submitted to the PI office in one hard copy with a back-up electronic copy in Microsoft Excel format (see format provided in Annex 1).

Upon receipt of the formal grant applications, the PI will record the date these are received, the name of the organization, and the signature of the organization's representative who is delivering the proposal. The PI will also keep both originals and make a copy for the PI files. The PI representative who receives a copy of the application shall provide the applicant with a letter of receipt to confirm delivery.

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

- Certification of registration as required under host country laws;
- Pre-award review of organizational internal control policies (personnel, accounting, property management, purchasing, financial reporting) as deemed appropriate;
- Pre-award review of financial statements or audit documentation as deemed appropriate; and
- Past performance references.

In the event that a U.S. organization is awarded a grant, the grant cannot exceed \$25,000 and the organization may be asked to present the following in addition to the required proposal elements:

- Audited financial statement or annual report;
- Non profit or tax exemption documentation;
- Pre award review of organizational internal control policies;
- Past performance references; and
- Conflict of Interest certification.

3.2.4 Grant Application Proposal Review Process

PI will distribute copies of the applications received at this phase to all members of the GSC. The GSC shall evaluate all applications according to the criteria set forth below in Section 3.2.5. In addition, the review process may include:

- Field visits and/or collection of additional information as necessary (this visit may enable the committee to confirm the relevance of the selected requests, but also to reject the requests that do not appear to be well justified);
- Provisional acceptance of the application by the committee;
- Negotiation with the potential grantee with respect to technical comments from the committee;
- Rejection in the case of misunderstandings or disagreements during negotiations;
- A cost analysis of the proposed budget will also be conducted to determine the reasonableness and allowability of costs and/or;
- Those proposals that meet all requirements and pass the evaluation of the GSC will be submitted to the PI COP and USAID CTO for final approval.

The PI will maintain a written record of the process and results of the GSC. This record will account for how the application was evaluated against the selection criteria and will contain a justification for the final decision of whether or not to fund the proposal. Such a written account will be used upon completion of the review process when the GSC will write an evaluation report to certify that the review and evaluation of all applications was in keeping with the USAID policies and essential procedures and to guarantee the integrity, transparency and competitiveness of the process. The successful grant recipient will normally receive written notification within 10 days after final approval from USAID and the post award negotiations, financial reporting set-up and additional administrative details will then be finalized. In the event of a rejected application, the notification will include a brief explanation detailing why the project was not approved.

3.2.5 Evaluation Criteria

Each grant application will be evaluated and scored according to the following evaluation criteria:

- Technical merits (50%):
 - The proposed activities directly contribute to the achievement of program results are consistent with the overall program principles of the US IOTWS Program (see Annex 10 for excerpts from the US IOTWS Integrated Program Work Plan 2005-2007);⁵
 - The application addresses sustainable and tangible impacts of the proposed activity;
 - The proposed activities focus primarily on Program Areas 3 and/or 4, as described above;
 - The proposed activities will help to catalyze and replicate best practices and share lessons learned at a national or regional level;
 - The application takes into account cross-cutting issues and potential synergies; and
 - The request integrates elements of innovation and entrepreneurial spirit associated with the proposed activities of the potential grantee.
- Past performance (all contracts, grants or cooperative agreements involving similar or related programs over the past three years) (30%);
- Gender considerations (10%);
 - The proposed activities address potential advantages for women, youth, and other marginalized groups; and
- Cost effectiveness and cost realism (10%).

During the pre-award phase, the DCOP will examine the financial management systems in place and check references to be sure that the potential grantee is eligible for the funding. Grants will not be awarded to any organizations whose internal controls, financial management, and reporting processes are deemed below the standard required by the PI. Pre-award surveys if required, will be conducted at this phase.

3.2.6 Noncompetitive Awards

Under certain conditions the PI may consider making a noncompetitive award outside of the RFA process. If the PI intends to do so, it shall submit a written justification to the USAID CTO for prior approval based on one of the following competition exceptions:

- **Amendments and Follow-ons.** Amendments to existing awards or follow-on awards for the same activity, or to further develop an existing assistance relationship, for amounts equal to or less than the original grant.
- **Exclusive or Predominant Capability.** Assistance awards for which one Recipient is considered to have exclusive or predominant capability based on proprietary capability, specialized facilities or technical expertise, or based on an existing unique relationship with the cooperating country or beneficiaries.
- **Small Awards.** Awards with an estimated total amount of \$50,000 or less and with a term of no more than one year. These awards may not be amended either to add funds beyond \$50,000 or extend the date beyond one year from the original date of the award.

⁵ For complete descriptions of all activities under the US IOTWS Program as well as the program background and strategic approach, you may download the entire Integrated Program Work Plan 2005-2007 from the program website, www.iotws.org, or request a copy from the Program Integrator.

3.3 Activities that Can Be Financed by the US IOTWS SGP

USAID and the PI will consider proposals which contribute to the end-to-end *tsunami and multi-hazard* warning system primarily through activities supporting Program Areas 3 and 4 of the US IOTWS Program, as follows (see also Annex 10):

- a. National Dissemination and Communication of Warnings
 - national warning center capacity building;
 - national disaster management capacity building;
 - last-mile warning communications;
- b. Local Preparedness and Mitigation
 - coastal community resilience;
 - hazard analysis and application capabilities;
 - coastal mitigation practices.

USAID and the PI will consider activities that directly contribute to the achievement of program results in a sustainable and tangible manner. As with the greater US IOTWS Program, the SGP will fund activities including, for example:

- Training and technical assistance, including but not limited to: workshops and short courses, hazard mapping, coastal planning, building tsunami resilient communities, etc. conducted at a local/community or national level, or at a regional level through activities designed to replicate best practices or share lessons learned.
- Small-scale pilot/demonstration activities, exercises, drills, and simulations.
- Capacity building exercises in local and small communities, also including technical assistance for workshops, short courses, and exchange programs both local and international.
- Small-scale coastal rehabilitation, as part of larger technical assistance efforts to promote community development and disaster preparedness and response.
- Small-scale equipment upgrades, maintenance, and improvements directly tied to building local-level capacity and/or technical training in warning system operations.

3.4 Ineligible and Restricted Activities and Purchases

Ineligible activities and purchases include:

- Activities that constitute a conflict of interest with the staff or the consultants of the US IOTWS Program;
- Activities that contribute to the destruction, deterioration, or the degradation of natural resources and/or environment;
- Illegal activities as defined by the host country and/or USAID;
- Subsidies to organizations that are not legally recognized in host country; and
- Military equipment, police equipment, abortion equipment and services, gambling equipment, climate modifier equipment.

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

3.5 The Grant Agreement

After final approval of proposed selected grantees has been obtained from the USAID CTO, a Grant Agreement (GA) will be signed between the PI, represented by the COP, and the beneficiary organization (see Annex 2). The GA will include details on the project, the project's PMP, financial disbursements, termination conditions and other special considerations to formalize the legal agreement between the PI and the grant recipient. The PI will work with the grantee to set up a detailed project PMP (based on the US IOTWS Program PMP) to allow for schedules of deliverables, milestones, indicators, and payments. The GA will also include the Standard Provisions for Grants Under Contract as an annex (see Annex 6).

Although USAID must approve all proposed grant recipients and provide funding through its contract with the PI, USAID is not party to the subgrants awarded under this program, and therefore there is no direct privity between USAID and the subgrantees. Any implementation issues which arise after the award of a sub-grant shall be handled by and between the PI and the subgrantee.

Disbursements will be made according to the schedule of payments, milestones and deliverables agreed to by both parties in the GA, all of which is subject to USAID approval. All disbursements will be made directly to the bank account designated in the GA, unless otherwise stated in the GA; payments will be made once it is determined by the PI that the milestones and deliverables and financial reporting, have been completed. Neither changes in the programming of the project nor budget alterations greater than 20% of the budget line items are permitted, unless those modifications are requested, in writing, to the COP of the PI and then authorized in writing by the PI

3.6 Post-Award Administration

Setting up streamlined and effective grants management processes is essential to the execution of a sustainable and meaningful SGP. In performing the post-award administration of the SGP, the PI will:

- Provide required post-award approvals, instructions, or guidance;
- Monitor the grantees' performance and progress;
- Ensure that the grantees monitor and evaluate the impacts of their own activities using the impact indicators and baseline data negotiated into the grant document;
- Review the grantees' financial management programs, including the appropriate segregation of funds (see Annex 4 for financial report format);
- Monitor the timely submission of progress reports by grantees and ensure that these reports track accomplishments and impact data (see Annex 5 for format);
- Provide guidance and follow-up on presentation of timely grantee vouchers;
- Obtain financial reports and review for compliance with grant financial plan and budget, activities, and work plan;
- Maintain all grant pre-award and post-award files in good order;
- Ensure that the grantees maintain their financial and operational reports in good order, and retain them for three years after final payment;
- Monitor grantee cost-sharing contributions; and
- Perform timely close-out of all expired grants.

3.7 Termination of the Grant

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

ANNEXES

Annex 1: Grant Application Format

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

1: Name of Organization:

2: Project Title: Descriptive, precise, and brief

3: Project Goal:

4: Project Objectives: These objectives should be clearly formulated, oriented towards an impact, be specific, measurable, realistic, and have a time limit (maximum 1/2 page).

5: Expected Products & Outputs: Include anticipated amount of time it will take to achieve project outputs. The products of the project are specific and concrete results (for example: “ten local level evacuation workshops conducted” or “2 radio communications networks linked.” The progress towards the achievement of these results may be considered to be a progress indicator of the project. This section should clearly define the relationship between the expected results and the objectives and should also address the sustainability of the project (maximum 1 page).

6: Relationship with On-going Activities/Projects or Targeted Leveraging Angles: The proposal should indicate a clear approach for contributing to US IOTWS program indicators and adoption of a results monitoring and reporting plan (consistent with the US IOTWS PMP).

7: Targeted Beneficiaries: with particular attention paid to the impacts of youth, women and other vulnerable persons

8: Location: include address, telephone number and name of contact person

9: Duration:

10: Total Estimated Cost (USD):

11. Executive Summary: This should include a brief paragraph indicating the objective of proposed activities, a brief description of the proposed project, the specific relevance to the US IOTWS Program Results and briefly describe the technical approach, strategy and set of activities (maximum 1 page).

12. Justification/Background: An analysis of the subject to be dealt with. This should include historical aspects, opportunities and most relevant constraints, and previous efforts to deal with the subject. The most relevant factors and points that need to be considered in order to solve the problem should be specified (maximum 1 page).

13. Activities: The activities necessary to achieve the desired results (for example: field trips, meetings with community leaders, etc.). Each result requires a specific group of activities (maximum 2 pages).

14. Evaluation methodology: Explain how you will determine to what degree your objectives have been achieved, and how you will measure the expected impacts qualitatively and/or quantitatively). Indicate when this will be done (maximum 1 page).

15. Work Plan/Program Monitoring Plan: An implementation plan and calendar that indicates when each of the objectives is expected to be achieved (maximum 1 page prose + calendar for proposed implementation/deliverables schedule – this will be revised post-award to include a schedule of deliverables & payments).

16. Budget: The budget shall be prepared in U.S. dollars (USD) and in local currency. It should be prepared in the format specified below and should include a cost-share statement when applicable.

REQUIRED BUDGET FORMAT⁶

(Name of Grantee Organization)

USAID Task Order No. EPP-I-02-04-00024-00 Task Order 2

Indian Ocean Tsunami Warning System (IOTWS) project

Budget (in Local Currency)

	Rate	Item	QTR 1		QTR 2		QTR 3		QTR 4		TOTAL	
			Units	Amount								
1. SALARIES												
<u>Long-Term Consultants</u>												
Title (Name)	0	Day	0	0	0	0	0	0	0	0	0	0
Title (Name)	0	Day	0	0	0	0	0	0	0	0	0	0
<u>Short-Term Consultants</u>												
Title (Name)	0	Day	0	0	0	0	0	0	0	0	0	0
Title (Name)	0	Day	0	0	0	0	0	0	0	0	0	0
Title (Name)	0	Day	0	0	0	0	0	0	0	0	0	0
Title (Name)	0	Day	0	0	0	0	0	0	0	0	0	0
<u>Support Staff</u>												
Title (Name)	0	Day	0	0	0	0	0	0	0	0	0	0
Title (Name)	0	Day	0	0	0	0	0	0	0	0	0	0
TOTAL SALARIES				0								
2. OVERHEAD (Certified)	0%			0								
3. TRAVEL & PER DIEM												
Airfare (Origin to Destination)	0	R/T	0	0	0	0	0	0	0	0	0	0
Per Diem -- Hotel & Meals (Name of City/Town)	0	Day	0	0	0	0	0	0	0	0	0	0
Ground Transportation (Name of City/Town)	0	Day	0	0	0	0	0	0	0	0	0	0
Fees	0	Trip	0	0	0	0	0	0	0	0	0	0
TOTAL TRAVEL & PER DIEM				0								
4. OTHER DIRECT COSTS												
Phone/Fax/Internet	0	Month	0	0	0	0	0	0	0	0	0	0
Supplies/Photocopies	0	Month	0	0	0	0	0	0	0	0	0	0
Postage/Express Mail	0	Month	0	0	0	0	0	0	0	0	0	0
Workshops/Trainings	0	Unit	0	0	0	0	0	0	0	0	0	0
Surveys	0	Unit	0	0	0	0	0	0	0	0	0	0
Activities	0	Unit	0	0	0	0	0	0	0	0	0	0
Other	0	Unit	0	0	0	0	0	0	0	0	0	0
TOTAL OTHER DIRECT COSTS				0								
TOTAL GRANT FUNDING (in Local Currency)				0								
TOTAL GRANT FUNDING (in US\$)	1	Exc. Rate		0								
5. GRANTEE CONTRIBUTION												
<u>Salaries</u>												
Long-Term Consultants	0	Day	0	0	0	0	0	0	0	0	0	0
Short-Term Consultants	0	Day	0	0	0	0	0	0	0	0	0	0
Support Staff	0	Day	0	0	0	0	0	0	0	0	0	0
<u>Travel & Other Direct Costs</u>												

⁶ The Microsoft Excel format is available for download from the program website, www.iotws.org, or by request from the Program Integrator.

Travel/Per Diem	0	Trip	0	0	0	0	0	0	0	0	0	0
Communications/Supplies/Rent	0	Month	0	0	0	0	0	0	0	0	0	0
Equipment	0	Unit	0	0	0	0	0	0	0	0	0	0
TOTAL GRANTEE CONTRIBUTION (in Local Currency)				0								
TOTAL GRANTEE CONTRIBUTION (in US\$)	1	Exc. Rate		0								
TOTAL (in US\$)				0								

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

Signature: _____ Date: _____

Annex 2: Simplified Grant Agreement Template

Grant No. _____

This Grant Agreement ("Agreement") is between:

Grantee Name:
(the "Grantee")

Postal Address:
Email Addresses:
Telephone:
Fax:

and

IRG & Tetra Tech Joint Venture
1211 Connecticut Avenue, NW
Washington, DC 20036
Telephone: 202-289-0100
Fax: 202-289-7601

Funds for this grant are made available through IRG & TetraTech, funded by United States Agency for International Development ("USAID") through Contract No.EPP-I-00-04-0024-00 Task Order No. 02.

I. Amount and Use of Grant Funds

IRG & TetraTech grants US\$_____ to the Grantee to conduct the activities referred to in Paragraph III below. The Grantee agrees to use these grant funds only for activities detailed in the Project Proposal.

II. Grant Period

The activities to be performed by the Grantee under this Agreement are expected to be initiated on or about (mm/dd/yy) _____ and to be completed on or about (mm/dd/yy)_____. These dates may be amended in writing by mutual agreement.

III. Purpose of Grant

This Grant is being made by IRG & TetraTech in response to the Grantee's written proposal dated (revised date) titled _____ ("Proposal"), that describes the project activities to be performed with grant funds. The proposal is part of this Agreement, and is available for inspection at IRG & TetraTech offices in Bangkok.

A summary of project activities follows:

(insert description of grant & activities)

Any changes greater than 20% of the budget line items and itemized list of materials and services to be procured as specified in the approved proposal must receive prior approval, in writing, from IRG & TetraTech or the PI based on a written request from the grantee to make such changes. Neither changes in the programming of the project nor budget alterations greater than 20% of the budget line items are permitted, unless those modifications are requested, in writing, to the PI Chief of Party of IRG & TetraTech. Any unexpended funds resulting from cost-savings or changes in the quantity of materials or services procured cannot be reallocated to other budget items or be used for any other expenditures without the prior written authorization of IRG & TetraTech.

IV. Monitoring and Evaluation

Grantee agrees to collaborate with IRG & TetraTech to establish grant monitoring and evaluation standards for IRG & TetraTech activities. In this regard, the IRG & TetraTech staff will attend training events, interview participants, and participate in other relevant activities that could help link this grant activity to other on-going IRG/TetraTech activities in the region. IRG & TetraTech may then choose to share this information with others US or international donor projects ongoing in the region.

V. Special Provisions

In addition to the standard provisions for grants, the following special provisions apply:

1. the budget for an amount of [local currency] _____ submitted on the date of _____ is accepted as the official budget of the grant.
2. the attached advance request form for the mobilization payment should be signed and returned at the same time as the letter of acceptance.
3. all actual expenses shall be substantiated by invoices or other documentation of payments.
4. All funds not spent by the expiration of the grant period should be returned to US IOTWS unless these funds have been legally set aside by the grantee to meet a required transaction that is in conformity with arrangements of the grant agreement. All funds advanced but not either spent or committed by the recipient should be returned to US IOTWS at the time of the expiration of the grant period.

VI. Special Conditions

These conditions must be agreed upon before the first payment can be made:

The period of grant financing;

The date for submission of activity and financial reports;

The final reports should be received by the program fifteen (15) days after the end of the grant period and the last disbursement will be made at that time;

For all modifications related to the grant request documentation, arrangements or conditions must be formulated in writing and approved in advance.

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

VII. Standard Provisions

Attachment 1 contains the mandatory Standard Provisions applicable to this Grant. The Standard Provisions are under the authority of the US Agency for International Development (USAID), as the sponsoring organization for the US IOTWS program. Administration of this Grant and interpretation and applicability of the Standard Provisions are under the direction of IRG & TetraTech 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 IRG & TetraTech in relation to this grant.

In accepting this Grant, the grantee assumes the legal responsibility to manage it in accordance with the Standard Provisions and with respect to all of the special conditions and provisions included in the Grant Agreement. The inability to respect the Standard Provisions or the terms and conditions of the Grant Agreement can result in the suspension or the termination of the grant agreement and the recovery of grant funds allocated by the US IOTWS program.

VIII. Payment

IRG & TetraTech will disburse Grantee Payments in increments based on delivery of stated milestones in the performance monitoring plan:

First Disbursement: ___ %, equivalent to local currency _____ upon receiving the signed agreement between the Grantee and IRG & Tetra Tech (Deliverable 1)

Second Disbursement: ___ %, equivalent to local currency _____ subject to receipt and processing of the invoices along with the Technical and Financial Reports noted in the Program Monitoring Plan and Work Plan (Deliverable 2)

Third Disbursement: ___ %, equivalent to local currency _____ subject to receipt and processing of the invoices along with the Technical and Financial Reports noted in the Program Monitoring Plan and Work Plan (Deliverable 3)

Fourth Disbursement: ___ %, equivalent to local currency _____ subject to receipt and processing of the invoices along with the Technical and Financial Reports noted in the Program Monitoring Plan and Work Plan. (Deliverable 4)

All expenditures will be recorded, invoiced and sent to the PI office to the attention of the Deputy Chief of Party for processing based on the receipt of agreed upon technical and financial reporting and work plan deliverables.

IX. Financial Records Relating to Grant

The Grantee must maintain accurate records and accounting books, which document:

- · Grantee Advances and Disbursements from the bank account;
- · All receipts and expenditures of grant funds; and
- · Interest earned on such funds.

The Grantee also agrees to maintain a special bank account for the purpose of depositing and expending the funds disbursed under this agreement. No other funding may be deposited into this account and no expenditures will be paid out of this account that are not Allowed Costs under this agreement.

The Grantee agrees to make available to IRG & TetraTech and USAID all records and accounting books related to the grant. All records must be maintained for three (3) years following date of the submission of the final financial report.

X. Reports

For the duration of this Agreement, the Grantee shall provide IRG/TetraTech with narrative quarterly progress reports. The first report is due on:_____. Subsequent progress reports are to be submitted to IRG & TetraTech, **every three months**, no later than 15 days after the quarterly report is due. The narrative report will also be accompanied by a progress report of project impact indicators (Annex 5 of the Grants Manual).

During this Agreement the Grantee shall also provide IRG & TetraTech with financial reports using the proper format (Annex 4 of the Grants Manual). This form is part of the quarterly progress report. Advances of grant funds will be made only after satisfactory performance related and financial progress reports have been provided to IRG & TetraTech. The Grantee agrees to make available to IRG & TetraTech or USAID all grant-related records and documents that may be requested.

XI. Marking and Acknowledgement of USG Funds

USAID may, at its discretion, require marking by the recipient with the USAID Identity as set forth in Attachment 1 Standard Provisions. As a condition of receipt of this Grant, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, sub-recipient's, other donor's or third party's is required.

XII. Liability

IRG & TetraTech shall not assume liability for any third party claims for damages arising out of this grant. All grant activities are under the control or supervision of the Grantee and the recipient hereby warrants that it maintains adequate insurance coverage for accident, health, workers compensation, property, and general liability coverage of the types necessary for performance of the grant activities in accordance with local practice or regulation.

XIII. Executive Order on Terrorism Financing

The Grant Recipient is reminded that US Executive Orders and US law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the grant recipient to ensure compliance with these Executive orders and laws. In signing this Agreement, the grant recipient acknowledges this clause and thereby confirms its compliance with these Executive Orders and laws.⁷

XIV. Statutory and Regulatory Certifications

Prior to award, the signed certifications must be on file and are made part of this agreement:

- Certification Regarding Debarment, Suspension, and other Responsibility Matters
- Certification Regarding Drug Free Workplace Requirements
- Certification Regarding Terrorist Financing Implementing E.O. 13224.

XV. Amendments to Agreement Termination

This Agreement may be modified or amended by written mutual agreement signed by both parties. Any mutually agreed upon change to this Grant Agreement will be written in the form of an Amendment to this Grant Agreement, and shall automatically become part of the Grant Agreement when signed by both parties.

If IRG & TetraTech determines that the grantee has not followed the provisions of this Grant Agreement, IRG & TetraTech has the authority to terminate this Grant Agreement at any time. Termination of the Grant Agreement must be put in writing. Similarly, if for any reason the grantee wishes to terminate the Grant Agreement, they must do so in writing.

Upon such termination, the Grantee shall immediately cease using all grant funds in its bank account, except with the written authorization of IRG & TetraTech, to pay prior commitments incurred with Grant funds. No new commitments shall be made without IRG & TetraTech's prior written approval. All unspent grant funds and interest shall be returned to IRG & TetraTech within ninety (90) days after termination of this Agreement, along with the progress reports referred to in Paragraph VII of this Agreement.

If USAID deems it in the interest of the United States Government to terminate its contract with IRG & TetraTech, IRG & TetraTech may terminate this grant by giving the Grantee thirty (30) days notice in writing. USAID may also request IRG & TetraTech to terminate this grant unilaterally in extraordinary circumstances by giving the Grantee thirty (30) days notice in writing.

XVI. Documents Incorporated by Reference

The following attachments are hereby incorporated and made part of this Agreement:

- Attachment 1: USAID Mandatory Standard Provisions for US or Non-US Non-Governmental Organizations (as applicable)
- Attachment 2: Grantee Proposal dated (MM/DD/YR)
- Attachment 3: Program Monitoring Plan
- Attachment 4: Official Budget for the Grant
- Attachment 5: Statutory & Regulatory Certifications (as applicable)

⁷ These Executive Orders and other regulations concerning terrorism financing can be found at: <http://www.whitehouse.gov/news/releases/2001/09/20010924-1.html>

XVIII. Signatories

By signing this agreement the parties hereby agree with all terms and conditions.

On behalf of the US IOTWS Program Integrator

Signature
Alan While, Chief of Party
IRG & Tetra Tech Joint Venture
USAID Program Integrator Contractor

Date

On behalf of the Grant Recipient

Signature
Name of Representative
Title
Name of Recipient Organization

Date

Copy:
Orestes Anastasia, USAID CTO

Annex 3: Payment Voucher Format

Date:

Grantee / Recipient of the grant:

Number of the Grant:

Responsible Party :

Address:

Telephone:

Number of the grant request:

Specific objective/deliverable accomplished against PMP:

Amount delivered in receipt of deliverable:

Total amount of the grant:

Balance:

Date of payment:

On behalf of the US IOTWS Program Integrator

Signature
Alan While, Chief of Party
IRG & Tetra Tech Joint Venture
USAID Program Integrator Contractor

Date

Annex 4: Financial Reporting Format

Number of the grant:

Period covered by the report:

Date of submission of the report:

Organization:

Total grant amount agreed upon in the GA:

Total grant amount received by the Grantee to date:

Statement of Expenses (in USD)

Type of expenses in accordance with Official Budget	(a) Amount Budgeted	(b) Total Expended this Period	(c) Total Previously Reported	(d) Cumulative Expenditures = (b) + (c)	(e) Balance = (d) – (a)	(f) Accrued Expenses / Obligations Made with Grant Advances but not Disbursed
TOTAL						
Grantee Cost Sharing Contributions (Itemize by Budget Category as applicable)						

Total Advances Received to Date:

Total Expended as shown in Column (d):

Unliquidated Advances (Advances minus Actual Expenditures):

Accrued Obligations not Disbursed as shown in Column (f)

Planned Expenditures for Next Reporting Period:

Report on:

Certification

Mr./Mrs./Ms. _____ of the organization _____, certify that the present financial report is exact and complete and that all of the expenses are related to the different categories allocated and documented in this grant. I also certify that there are no outstanding commitments of expenditures.

On behalf of the Grant Recipient

Signature
Name of Representative
Title
Name of Recipient Organization

Date

Annex 5: Technical Reporting Format

1. Preliminary/Quarterly/Monthly Report

Number of the Grant:

Period covered by the report:

Date of submission of the report:

Organization:

This report should sum up the different accomplishments during and towards the end of the grant period. It will be necessary to describe work done from a quantitative and qualitative point of view; accomplishments should be compared to the objectives, activities and results planned for the designated period. If the objectives are not reached, it is necessary to give the reasons and to propose corrective measures.

2. Final report

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

Comparison of accomplishments with respect to the objectives, activities and results outlined in the grant request;

If necessary, indicate any changes in the organization of activities in relation to those included in the initial grant request;

Describe any plans for the continuation of the activity beyond the period of the grant;

Assessment of the impact of the grant on the targeted population;

Report on indicators (such as number of communities trained in disaster preparedness, number of local-level tsunami warning system components connected to regional level systems that have been newly demonstrated, upgraded or operated, number of coastal communities adopting and/or implementing common criteria and/or benchmarks for coastal disaster preparedness);

Include a sample or copy of all products or documentation that would help to better understand the accomplishments or completed activities.

Standard Provisions for the Submission of Reports

All grantees are requested to submit progress reports at regular intervals during and at the end of the grant period. Unless other arrangements have been agreed upon with the US IOTWS Chief of Party, the signatories of the letter of acceptance of the Grant are responsible for the timely submission and the content of these reports. These reports will be submitted in English.

The activity and financial reports should be submitted in accordance with the schedule established in the Program Monitoring Plan. Before receiving additional funds, the grantee must submit the reports concerning the previous period.

Typically, grants with a duration of less than one year submit one interim activity report. The Final Activity Report must be submitted within 10 days after the period covered by the grant. The inability to submit anticipated reports on time will result in a delay in further payments or the suspension or the termination of the grant agreement at the discretion of the US IOTWS. A copy of every report should be submitted to the US IOTWS Chief of Party, the small grants task leader Kathryn Hoeflich and the small grants manager Amin Pakzad.

Purpose of the Activity Reports

Activity Reports serve to assess the progress achieved in the implementation of the grant activity and permit the identification of problems that needed to be resolved or taken into consideration by the program and the project management team. The activity reports constitute a permanent archive of the accomplishments of the project. They enable the US IOTWS team to manage the program and its funding efficiently. They also enable the team to know if the program activities correspond effectively with its objectives.

Presentation of the Activity Reports

The activity reports can be submitted to US IOTWS in English. They should be presented as follows:

- Cover Page (see below)
- Table of Contents
- Description of the activities
- Appendices (if there are any)

Cover Page

The cover page should include the following information in this order:

- Type of Report
- Period covered (for example: 1 October – 31 December 2006)
- Number of the Grant
- Title of the activity or program
- Name of the Recipient Organization
- Date of Submission

Annex 6: Standard Provisions for Small Grants under Contract

TO BE INCLUDED AS AN ATTACHMENT TO ALL GRANT AGREEMENTS

Awards to U.S. organizations shall be subject to 22 CFR 226 and the Standard Provisions for U.S. Nongovernmental grantees; awards to non-U.S. organizations shall be subject to the Standard Provisions for non-U.S. organizations. Only the Standard Provisions for Non-US grantees are presented below. The full text of Standard Provisions for U.S. Nongovernmental Organizations is accessible on the USAID Website and will be incorporated as applicable.

ATTACHMENT 1

MANDATORY STANDARD PROVISIONS FOR NON-U.S., NON-GOVERNMENTAL GRANTEEES

INDEX OF MANDATORY STANDARD PROVISIONS

1. Allowable Costs
2. Accounting, Audit and Records
3. Refunds
4. Revision of Grant Budget
5. Ineligible Countries
6. U.S. Officials not to Benefit
7. Investment Promotion
8. Amendment
9. Notices
10. Metric System of Measurement

INDEX OF OPTIONAL STANDARD PROVISIONS

1. Procurement of Goods and Services
2. USAID Eligibility Rules for Goods and Services
3. Title to and Use of Property (Grantee Title)
4. Air Travel and Transportation
5. Regulations Governing Employees
6. Participant Training
7. Marking Under USAID-Funded Assistance Instruments (December 2005)

MANDATORY STANDARD PROVISIONS

1. ALLOWABLE COSTS. (JUN 1993)

(a) The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant which are determined by the grant officer to be reasonable, allocable and allowable in accordance with the terms of this grant and applicable cost principles in effect of the date of this grant, which are attached.

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

(2) Allocable Costs. Shall mean those cost which are incurred specifically for the grant.

(3) Allowable costs shall mean those costs which conform to any limitations in the grant.

(4) Unallowable costs, direct or indirect, include but are not limited to the following examples: Advertising, bad debts, contingencies, entertainment, fines and penalties, interest, fund raising, investment management costs, losses on other awards and first class air fare unless specifically approved. Public information service costs are unallowable as indirect costs.

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

2. ACCOUNTING, AUDIT AND RECORDS (MAR 1994)

The grantee shall maintain books, records, documents and other evidence relating to the AID-sponsored project or program in accordance with generally accepted accounting principles formally prescribed by the U.S., the cooperating country, or the International Standards Committee (an affiliate of the International Federation of Accounts) to sufficiently substantiate charges to this grant. Accounting records that are supported by documentation will as a minimum be adequate to show all costs incurred under the grant, receipt and use of goods and services acquired under the grant, the costs of the program supplied from other sources, and the overall progress of the program. The grantee records and sub grantee records which pertain to this grant shall be retained for a period of three years from the date of expiration of this grant and may be audited by AID and/or its representative. The grantee shall insert this paragraph (a) in all sub grants valued in excess of \$10,000.

If the grantee receives \$100,000 or more per year under this grant, the grantee agrees that it shall have an audit made of the funds provided under this grant. Or if grantee receives \$250,000 or more per year in AID awards, the grantee agrees to have an audit made of its AID funded programs and projects and of the financial statements of the organization as a whole. The Grantee shall select an independent auditor in accordance with the "Guidelines for Financial Audits Conducted by Foreign Recipients issued by the AID Inspector General. The audit shall be a financial audit performed in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States, and shall determine whether the grant funds have been used in accordance with this agreement. Audits shall be performed annually.

The audit report shall be submitted to AID with 30 days after completion of the audit, but the audit shall be completed as the report submitted not later than 13 months after the close of the grantee's fiscal year. The AID Inspector General will review this report to determine whether it complies with the audit requirements of this grant. No audit costs may be charged to this grant if audits have not been made in accordance with the terms of this provision. In cases of continued inability or unwillingness to have such an audit performed in accordance with the terms of this provision, AID will consider appropriate sanctions which may include suspension of all or a percentage of disbursements until the audit is satisfactorily completed.

The grantee shall ensure that funds made available to sub grantees that receive \$100,000 or more per year under this grant are audited in accordance with the terms of this agreement. Such audit responsibilities with respect to sub recipients may be satisfied by relying on independent audits of the sub grantees, or on appropriate procedures performed by the internal audit or program staff of the grantee, by expanding the scope of the independent financial audit of the grantee to encompass testing of sub grantee's records, or by a combination of these procedures. The grantees shall ensure that appropriate corrective actions are taken on the recommendations contained in the sub grantee's audit reports; consider whether sub grantee's audits necessitate adjustment of his own records; and require such sub grantee to permit independent auditors to have access to records and financial statements as necessary.

3. REFUNDS (JUN 1993)

(a) Interest earned on advances will be remitted to AID. However, the grantee may retain up to \$250 of interest earnings per year for administrative charges.

(b) At the time the grant expires or is terminated, funds shall revert to AID if

- (1) AID has obligated funds to the grant, but has not disbursed them to the grantee; or
 - (2) AID has advanced funds to the grantee, but the grantee has not expended them.
- Notwithstanding (1) and (2) above, funds which the grantee has obligated in legally binding transactions applicable to this grant shall not revert to AID.

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

4. REVISIONS OF GRANT BUDGET (JUN 1993)

(a) The approved grant budget is the financial expression of the grantee's program as approved during the grant award process,

(b) The Grantee shall immediately request approval from the Grant officer when there is reason to believe with the next 30 calendar days a revision of the approved budget will be necessary for any of the following reasons:

- (1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives;
- (2) Additional funding is needed.
- (3) The grantee expects the amount of AID authorized fund to exceed by more than \$5,000 or five percent of the AID awards, whichever is greater,
- (4) The grantee intends to contract or sub grant any of the work under this grant, and such contracts or sub grants were not included in the grant budget.

(c) Aid will not be required to reimburse the grantee for costs incurred in excess of the total amount obligated under the grant, except to the extent that another provision of the grant states that it is an exception to this provision.

(d) The grantee shall not be required to continue performance under this grant (including action under the "Termination and Suspension provision) or otherwise to incur costs in excess of the amount obligated under this grant. If the total obligated amount under this grant has increased, the grant officer will notify the grantee in writing of the increase and specify the new obligated amount.

5. INELIGIBLE COUNTRIES (MAY 1986)

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

6. U.S. OFFICIALS NOT TO BENEFIT (Nov 1985)

No member of or delegate to the U.S. Congress or resident U.S. Commissioner shall be admitted to any share or part of this grant or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this grant if made with a corporation for its general benefit.

7. INVESTMENT PROMOTION (JAN 1994)

(a) No funds or other support provided hereunder may be used in a project or activity reasonably likely to involved the relocation or expansion outside the United States of an enterprise located in the United States if bib-U.S. Production in such location or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

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

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

This provision must be included in all sub agreements.

8. AMENDMENT (NOV 1985)

The grant may be amended by formal modifications to the basic grant documents or by means of an exchange of letters between the grant officer and an appropriate official of the grantee.

9. NOTICES (NOV 1985)

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

To the AID Grant Officer, at the address specified in the grant.

To the grantee, at grantee's address shown in the grant or to such other address designated within the Grant.

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

10. METRIC SYSTEM OF MEASUREMENT (AUG 1992)

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

OPTIONAL STANDARD PROVISIONS

1. PROCUREMENT OF GOODS AND SERVICES (JUN 1993)

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

(a) General Requirements

(1) The grantee shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using AID funds. Conflicts of interest situations involving employees, officers or agents or their immediate families should be avoided. The grantee's officers, employees or agents shall neither accept nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the grantee's officers, employees, or agents.

(2) All procurement shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition. The grantee should be alert to organizational conflicts of interest of 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, or requests for proposals should be excluded from competing for such procurement. Awards shall be made to the offeror whose offer is responsive/responsible to the solicitation and is the most advantageous to the grantee, price and other factors considered

Solicitations shall clearly set forth all requirements that the offeror must fulfill in order to be evaluated by the grantee. Any and all offerors may be rejected when it is in the grantee's interest to do so.

(3) All grantees shall establish procurement procedures that provide for, at a minimum, the following procedural requirements:

- (i) Proposed procurement actions shall follow a procedure to assure the avoidance of purchasing unnecessary items.
- (ii) Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be

procured. Such a description shall not, in competitive procurement, contain features which unduly restrict competition.

(iii) The type of procurement instrument used, e.g., fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, shall be determined by the grantee but must be appropriate for the particular procurement and for promoting the best interest of the program involved. In those instances where a cost contract authorizes a fee, a fixed amount will be used in lieu of a percentage of cost.

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

(v) All proposed sole source contracts or where only one proposal is received in which the aggregate expenditure is expected to exceed \$10,000 shall be subject to prior approval by an appropriate official within the grantee's organization.

(vi) Some form of price or cost analysis should be made 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.

(vii) Procurement records and files for purchases in excess of \$10,000 shall include the following:

- (A) Basis for contractor selection;
- (B) Justification for lack of competition when competitive offers are not obtained;
- (C) Basis for award: cost or price.

(viii) 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.

(b) Each contract and subcontract shall contain in addition to provisions to define a sound and complete contract, the following contract provisions as well as any provision within this grant which requires such inclusion of that provision. Whenever a provision is required to be inserted in a contract under this grant, the grantee shall insert a statement in the contract that in all instances where AID is mentioned the grantee's name shall be substituted.

(1) Contracts in excess of \$10,000 shall contain contractual provisions and conditions that will allow for administrative, contractual or legal remedies in instances in which contractors violate or breach 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 grantee 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 over \$10,000 awarded by the grantee shall include a provision to the effect that the grantee, AID or their duly authorized representatives shall have access to books, documents papers and records of the contractor which are directly pertinent of the specific program for the purpose of making audit, emanations, excerpts and transcriptions.

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

(5) Contracts, the principal purposes 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 into fields of science and technology in which there has been little significant experience outside of work funded by Federal assistance, shall contain a notice to the effect that matters regarding rights to inventions 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.

2. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (MAR 1993)

(a) Ineligible and Restricted Goods and Services: If USAID determines that the recipient has procured any of the restricted goods and services specified below, or has procured goods and services from unauthorized sources, and has received reimbursement for such purpose without the prior written authorization of the Agreement Officer, the recipient agrees to refund to USAID the entire amount of the reimbursement. USAID's policy on ineligible and restricted goods and services is contained in ADS Chapter 312.

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

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

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

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

- (i) Agricultural commodities,
- (ii) Motor Vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Rubber compounding chemicals and plasticizers,
- (vi) Used equipment,
- (vii) U.S. Government-owned excess property, or
- (viii) Fertilizer

(b) Source and Nationality. The eligibility rules for goods and services based upon source and nationality are divided into two categories. One applies when the total procurement element during the life of the grant 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 ADS Chapter 310, a copy of which will be made available by the grant officer upon request.

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

(i) The authorized source for procurement of all goods or services to be reimbursed under this 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 ADS Chapter 310 in accordance with the following order of precedence:

- (A) The United States (USAID Geographic Code 000),
- (B) The Cooperating Country,
- (C) "Selected Free World" countries (USAID Geographic Code 941), and

(D) "Special Free World" countries (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 in the grantee's documentation;

- (A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
- (C) Compelling local political considerations precluded consideration of U.S. sources,
- (D) The goods or services were not available from U.S. sources, or
- (E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award,

(2) When the total procurement exceeds \$250,000, the following applies: Except as may be specifically approved or directed in advance by the grant officer, all goods or services financed with U.S. dollars, which will be reimbursed under this award must the source, origin and nationality requirements set forth in ADS Chapter 310 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 and the Host Country in accordance with Optional Standard Provision 7, Local Cost Financing.

(c) Marine Insurance. The eligibility of marine insurance is determined by the country in which it is placed. Insurance is placed in a country if payment of the insurance premium is made to, and the insurance policy is issued by an insurance company located in that country. Eligible countries for placement are governed by the authorized geographic code, except that if Code 941 is authorized, the Cooperating Country is also eligible. Section 604(d) of the Foreign Assistance Act requires that if a recipient country discriminates by statute, decree, rule, or practice with respect to USAID-financed procurement against any marine insurance company authorized to do business in the U.S., then any USAID-financed commodity shipped to that country shall be placed in the U.S. with a company or companies authorized to do business in the U.S.

(d) Ocean and air transportation shall be in accordance with the applicable provisions contained within this grant.

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

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

(f) Special Restrictions on the Procurement of Construction or Engineering Services. Section (g) of the Foreign Assistance Act provides that AID funds may not be used for "procurement of construction or engineering services from advanced developing countries, eligible under Geographic Code 941, which have attained a competitive capability in international markets for construction services or engineering services." In order to ensure eligibility of a Code 941 contractor for construction or engineering services, the grantee shall obtain the grant officer's prior approval for any such contract.

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

3. TITLE TO AND USE OF PROPERTY (GRANTEE TITLE) (MAY 1986)

(a) Title to all property financed under this grant shall vest in the grantee.

(b) The grantee agrees to use and maintain the property for the purposes of this grant.

(c) With respect of property having an acquired value of \$1,000 or more, the grantee agrees to report such items to the grant officer as they are acquired and to maintain a control system which will permit their ready identification and location.

(d) Within 30 calendar days after the end of the grant, the grantee will provide a list to the grant officer of each item that has an appraised value of \$1,000 or more with a detailed proposal of what the grantee intends to do with that property. If the grant officer does not respond within 120 calendar days, the grantee may proceed with the disposition of the property. However, if the grantee uses the property for purposes other than those of the grant or sells or leases the property, AID shall reimburse for its share of the property, unless the grant 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 grantee's program. If AID paid 100% of the grantee's costs, then AID would receive 100% of the selling cost less a nominal selling fee of \$100.

4. AIR TRAVEL AND TRANSPORTATION (JUNE 1993)

(This provision is applicable when any costs for air travel or transportation are included in the budget.)

(a) The grantee is required to notify the project officer of the proposed itinerary for each planned international trip financed by this grant, by providing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but at least three weeks before travel is planned to commence. International travel, as provided for in the grant, is authorized unless otherwise disapproved by the project officer in writing prior to the commencement of travel. At least one week prior to departure, the grantee shall notify the cognizant U.S. Mission or Embassy, with a copy to the project officer of planned travel, identifying the travelers and dates and times of arrival.

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

(c) All air travel and shipments under this grant are required to be made on U.S. flag air carriers to the extent service by such carrier is available. A U.S. flag air carrier is defined as an air carrier which has a certificate of public convenience and necessity issued by the U.S. Civil Aeronautics Board authorizing operations between the U.S. and/or its territories and one or more foreign countries.

(d) Use of foreign air carrier service may be deemed necessary if a U.S. flag air carrier cannot provide the foreign air transportation needed, or if use of such service will not accomplish the agency's mission. Travel and transportation on non-free world air carriers are not reimbursable under this grant.

(e) U.S. flag air carrier service is considered available even though:

(1) Comparable or a different kind of service can be provided at less cost by a foreign air carrier;

(2) Foreign air carrier service is preferred by or is more convenient for the agency or traveler;
or

(3) Service by a foreign air carrier can be paid for in excess foreign currency, unless U.S. flag air carriers decline to accept excess or near excess foreign currencies for transportation payable only out of such monies.

(f) Except as provided in paragraph (b) of this section, U.S. flag air carrier service must be used for all Government-financed commercial foreign air travel if service provided by such carriers is available. In determining availability of a U.S. flag air carrier, the following scheduling principles should be followed unless their application results in the last or first leg of travel to or from the U.S. being performed by a foreign air carrier:

(1) U.S. flag air carrier service available at point of origin should be used to destination or in the absence of direct or through service to the farthest interchange point on a usually traveled route;

(2) Where an origin or interchange point is not served by U.S. flag air carrier, foreign air carrier service should be used only to the nearest interchange point on a usually traveled route to connect with U.S. flag air carrier service; or

(3) Where a U.S. flag air carrier involuntarily reroutes the traveler via a foreign air carrier the foreign air carrier may be used notwithstanding the availability of alternative U.S. flag air carrier service.

(g) For travel between a gateway airport in the United States (the last U.S. airport from which the traveler's flight departs or the first U.S. airport at which the traveler's flight arrives) and a gateway airport abroad (that airport from which the traveler last embarks en route to the U.S. or at which the traveler first debarks incident to travel from the U.S.) passenger service by U.S. flag air carrier will not be considered available:

(1) Where the gateway airport abroad is the traveler's origin or destination airport, and the use of U.S. flag air carrier service would extend the time in a travel status, including delay at origin and accelerated arrival at destination, by at least 24 hours more than travel by foreign air carrier;

(2) Where the gateway airport abroad is an interchange point, and the use of U.S. flag air carrier service would require the traveler to wait six hours or more to make connections at that point, or delayed departure from or accelerated arrival at the gateway airport in the U.S. would extend the time in a travel status by at least six hours more than travel by foreign air carrier.

(h) For travel between two points outside the U.S. the rules in paragraphs (d) through (f) of this section will be applicable, but passenger service by U.S. flag air carrier will not be considered to be reasonably available:

(1) If travel by foreign air carrier would eliminate two or more aircraft changes en route;

(2) Where one of the two points abroad is the gateway airport (as defined paragraph (g) of this section) en route to or from the U.S., if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including accelerated arrival at the overseas destination or delayed departure from the overseas origin as well as delay at the gateway airport or other interchange point abroad; or

(3) Where the travel is not part of a trip to or from the U.S.; if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including delay at origin, delay en route and accelerated arrival at destination.

(i) When travel under either paragraph (g) or (h) of this section involves three hours or less between origin and destination by a foreign air carrier, U.S. flag air carrier service will not be considered available when it involves twice such travel time or more.

(j) Nothing in the above guidelines shall preclude and no penalty shall attend the use of a foreign air carrier which provides transportation under an air transport agreement between the United States and a foreign government, the terms of which are consistent with the international aviation policy goals set forth at 49 U.S.C. 1502(b) and provide reciprocal rights and benefits.

(k) Where U.S. Government funds are used to reimburse the grantee's use of other than U.S. air flag carriers for international transportation, the grantee will include a certification on vouchers involving such transportation which is essentially as follows:

"CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS"

I hereby certify that the transportation service for personnel (and their personal effects) or property by certified air carrier was unavailable for the following reason(s): (State appropriate reason(s) as set forth above)."

(l) International Travel

(1) As used herein, the term "international travel" includes travel to all countries other than travel within the home country of the traveler.

(2) The grantee will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in an international travel status in accordance with the grantee's established policies and practices which are uniformly applied to federally financed and other activities of the grantee. The standard for determining the reasonableness of reimbursement for overseas allowance in 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 grant officer.

(m) This provision will be included in all sub agreements and contracts which require air travel and transportation under this grant.

5. REGULATIONS GOVERNING EMPLOYEES (JUNE 1993)

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

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

(b) The sale of personal property or automobiles by grantee 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 AID 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 grant for which an employee is assigned by the grantee, no employee of the grantee 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 grantee'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 grantee employee is not in accordance with the preceding paragraphs, the grantee's chief of party shall consult with the AID Mission Director and the employee involved and shall recommend to the grantee a course of action with regard to such employee.

(f) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant 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 grantee shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

6. PARTICIPANT TRAINING (JUNE 1993)

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

(b) Application of Handbook 10: Participant training under this grant shall comply with the policies established in AID Handbook 10, Participant Training, except to the extent that specific exceptions to Handbook 10 have been provided in this grant with the concurrence of the Office of International Training. (Handbook 10 may be obtained by submitting a request to the grant officer.)

(c) In addition to the mandatory requirements in Handbook 10, grantees are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation (see Chapter 13 of Handbook 10). The latter orientation program also provides the opportunity or 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 grant officer, who will transmit the request of NCIV through R&O/TT.

7. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (December 2005)

(a) Definitions

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

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

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

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

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

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

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

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

(b) Marking of Program Deliverables

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Implementation of marking requirements.

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

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

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

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

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

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

- (i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
- (ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
- (iii) USAID marking requirements would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official;
- (iv) USAID marking requirements would impair the functionality of an item;
- (v) USAID marking requirements would incur substantial costs or be impractical;
- (vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;
- (vii) USAID marking requirements would conflict with international law.

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

(d) Waivers.

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

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

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

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

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

(e) Non-retroactivity. The requirements of this provision do apply to any materials, events, or commodities produced prior to January 2, 2006. The requirements of this provision do not apply to program, project, or activity sites funded by USAID, including visible infrastructure

projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) where the construction and implementation of these are complete prior to January 2, 2006 and the period of the grant does not extend past January 2, 2006.

Annex 7: Debarment, Suspension, and Other Responsibility Matters Agreement

TO BE SIGNED AT THE TIME OF THE GRANT AGREEMENT

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

On behalf of the Grant Recipient

Signature
Name of Representative
Title
Name of Recipient Organization

Date

Annex 8: Certification of a Drug Free Workplace

TO BE SIGNED AT THE TIME OF THE GRANT AGREEMENT

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

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

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

On behalf of the Grant Recipient

Signature
Name of Representative
Title
Name of Recipient Organization

Date

Annex 9: Certification Regarding Terrorist Financing Implementing Executive Order 13224

TO BE SIGNED AT THE TIME OF THE GRANT AGREEMENT

Certification

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

(1) The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

(2) The following steps may enable the Recipient to comply with its obligations under paragraph 1:

(a) Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

(b) Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

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

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

(3) For purposes of this Certification

(a) "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

(b) "Terrorist act" means-

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or

to compel a government or an international organization to do or to abstain from doing any act.

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

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

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

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

On behalf of the Grant Recipient

Signature
Name of Representative
Title
Name of Recipient Organization

Date

Annex 10: Excerpts from US IOTWS Integrated Program Work Plan 2005-2007: Program Areas 3 and 4⁸

* * *

4.3 Program Area 3: National Dissemination and Communication of Warnings

The US IOTWS Program will support a range of activities to build capacity of National Disaster Management Organizations (NDMOs) to receive tsunami and other disaster warnings, disseminate disaster warnings to affected communities, and coordinate disaster management responses. Program interventions at the national level will be informed by the results of the IOC national assessments. To the extent possible, the Team will seek to have impact in all five partner countries, but may provide more focused support to one or two countries initially, to demonstrate progress and a model that can be replicated elsewhere. Focused technical support in this program area will include the following activity areas:

3a – National Disaster Management Capacity Building. With an objective of building capacity for national level disaster management, USDA/FS will partner with the Government of Sri Lanka to integrate the Incident Command System (ICS) into its disaster response system. ICS is a disaster and emergency management procedure that helps government agencies and civil society coordinate and to prioritize action in emergency situations. This is important for IOTWS so that loss of life is minimized post disaster and that disaster relief is effective. The USDA/FS will provide technical assistance on the ICS in the form of consultations, formalized trainings, and study tours. Once proficiency in ICS application has been achieved, the USDA/FS will facilitate conduct of disaster simulation exercises and convene a regional lessons learned/best management practices workshop.

The PI through ADPC will conduct analysis and inform policy to support NDMO operations. This will build on the IOC assessment report completed in December 2005 and undertake further gap analysis. Since early warnings will only be as effective as the collective strengths of policies, laws, and institutional frameworks and capacities of national and local officials responsible for disaster management systems, this activity will clarify and advance the political mandate for disaster management responsibilities in each country. It will assess policy and regulatory frameworks that define the country's approach to disaster management, and support targeted national policy and regulatory interventions that strengthen overall national emergency management organizations and systems. With contributions from the USG team, the PI will introduce policy/regulatory interventions/enhancements primarily through a regional dialogue and sharing of best practices with other countries in the region and with the U.S. Targeted national-level activities will complement the regional-level dialogue, providing a means for national governments to put theory into practice and later exchange their experiences.

* * *

3b – National Warning Center Capacity. The ICG calls for the Indian Ocean region to operate its own national tsunami warning centers, some of which will also serve as regional tsunami watch providers. To help bridge the gap between current capacity and a functional IOTWS, NOAA will provide conceptual design training, information, and other support to assist Indian Ocean countries decide how best to protect their populations and those of their neighbors. Key deliverables for this activity include:

- Concept of Operations (CONOPS) for National Tsunami Centers;
- NOAA Tsunami Warning Center training.

⁸ For complete descriptions of all activities under the US IOTWS Program as well as the program background and strategic approach, you may download the entire Integrated Program Work Plan 2005-2007 from the program website, www.iotws.org, or request a copy from the Program Integrator.

NOAA will work through the IOC and ICG to assist nations and the region as they conceptualize and design warning centers. NOAA will also host training at the PTWC and the WC/ATWC for technical and warning experts from the affected countries. Concept of operations training must be an on-going activity to build long term capacity in the region. A "tsunami simulator" or training center approach will be incorporated into the Tsunami Training Center described in Program Area 5c.

USGS will provide assistance to national warning centers for seismic data acquisition, processing and interpretation. USGS will also provide training to national centers in the region in the production of real-time data products. USGS will incorporate new data streams from systems installed by countries in the region through their national funds or contributed by donor nations. This will improve hazard detection, prediction, and warning formulation in the region since the initial stages will require processed seismic data to flow through the NEIC to regional or national Centers. Improved capability performance in seismic monitoring and notification will be tracked during the course of the project. USGS support in this area will be founded on common data standards (e.g., SEED data format for seismic data exchange) and open data policy. USGS will promote sharing and open archival of all seismic data from the region. The implementation activities under this program activity area are listed below by IOTWS Program Team member.

USTDA is providing support to NDMO's through training in CONOPS, communication protocols, and other technical assistance related to operations and communication tools in targeted national warning centers.

The Pacific Disaster Center (PDC) under USTDA support is extending CONOPS to the National Disaster Warning Center (NDWC) operation in Thailand. For NDWC, CONOPS is defined as: the operational flow of hazard and non-hazard information from organization (s) to organization(s); the interagency reporting relationships with the NDWC; and the decision making processes required to warning and assist local government officials to take appropriate action. These actions include evaluating populations who are at risk. Through the development of CONOPS, the PDC will better understand Thailand's existing Early Warning System, operations, and relationships. This is particularly useful in terms of relevant organizations and disaster warning processes, as well as emergency response and mitigation. PDC will use this information to assist the NDWC and key organizations to develop and implement a prototype Decision Support System, based on best practices.

At this time, USTDA's activities in this area are defined and initiated only in Thailand, with activities still planned for Indonesia, Sri Lanka, and India. More information will be added to this Work Plan in future updates as it becomes available.

* * *

3c – Warning Communications. The US IOTWS Program will conduct a number of activities to build capacity to communication warnings to the last mile. These include tsunami alert and rapid notification systems (TARNS) and radio and internet communication (RANET).

The TARNS refers to a process for disseminating a tsunami warning message from a central focal point at the national level to the public at risk. A set of procedures and protocols for all relevant entities are developed and coordinated based on the country's government structure, available technologies and mechanisms for mass communication, and existing infrastructure. This process is tailored to reflect the unique attributes and culture of each country. The USDA/FS and NOAA will partner with a selected country within the Indian Ocean region for the development of a TARNS. USG agencies will provide TARNS principles, templates and lessons learned from the over 50 years experience in the Pacific Region. TARNS activities will include convening a TARNS Interagency Work Group to address development of a system design and plan, identify needed technologies, facilitate public-private partnerships, and conduct simulation exercises. NOAA will share the training and protocol development responsibilities for TARNS with USDA/FS. Under this task, NOAA will participate with USDA/FS to help Thailand to improve their TARNS.

RANET is a community based communications program designed to reach the "last mile" in developing nations and remote locations. The program is a collaborative effort of meteorological services, related national agencies, and NGOs to make weather, climate, and related information available and useful to rural/remote communities. To move critical information from city centers to

rural populations, the RANET program has combined unique satellite broadcast capacities with Internet applications and the use of FM radio, HF radio, and other terrestrial broadcast capacities.

Under this activity, NOAA will first assess national communications infrastructure and how it is integrated with local systems in 2 or 3 target countries: Sri Lanka Maldives and Indonesia. Following this assessment, NOAA and other RANET representatives will work with designated contacts in each nation to outline a strategy and implementation plan utilizing satellite broadcast, satellite point-to-point, SMS (cell phone text messaging), and/or community FM radio to improve communication capacities related to all hazards warning and mitigation. Funding is estimated for 15 community sites in the two target countries with additional demonstration and replacement equipment.

Each site will contain a WorldSpace receiver, for download of information via the RANET broadcast. This download can include any text, graphic, and some audio/video material as best determined by the community and national agency. Sites will also be connected via the Inmarsat BGAN receiver units. This allows for primarily text based communication between communities and central national offices to support technical issues, promote extension, and allow for critical two-way communication during emergencies. Support for a single computer at each site is included in the budget. It is expected that several sites may be 'off-grid' and therefore require an additional solar energy module to power the computer and two receivers. Two FM radio stations will be purchased as an extension of the RANET technical demonstration effort. These community FM stations allow for further distribution of information to the community. It is assumed that existing FM stations can be integrated with the other proposed RANET sites. Finally, RANET is currently engaged in a pilot effort to use cell phone text messaging (SMS) as a means to alert critical personnel when regional or other warnings are released. RANET will continue to pilot this effort with specific applications in and focus on Sri Lanka.

In addition, USGS will help warning centers implement the Common Alerting Protocol (CAP) for warning message format and distribution. CAP is a simple but general format for exchanging all-hazard emergency alerts and public warnings over all kinds of networks. The Common Alerting Protocol was defined as a basic protocol for all warning systems. This is the first step in developing a truly integrated and seamless alert and warning system. CAP allows a consistent warning message to be disseminated simultaneously over many different warning systems, thus increasing warning effectiveness while simplifying the warning task. CAP also facilitates the detection of emerging patterns in local warnings of various kinds, such as might indicate an undetected hazard or hostile act. And CAP provides a template for effective warning messages based on the best practices identified in academic research and real-world experience. The most practical approach to capacity building on this topic is to hold three national/regional training workshops, serving: (1) India, Sri Lanka, and the Maldives; (2) Indonesia, and (3) Thailand. This division recognizes the unique tsunami hazard situations for each of these three regions.

The PI-ADPC will assist with disaster management planning and communications through the ICS program in Sri Lanka and TARNs in Thailand together with the USG lead agencies (USFS/DA and NOAA).

* * *

4.4 Program Area 4: Local Preparedness and Mitigation

Local knowledge and preparedness to act is a vital component of an end-to-end warning system. Local communities must not only receive warnings but know how to respond. The IOTWS Program will support work with partner countries to enhance community initiatives towards the development of a Tsunami Resilient Communities (TRC) Program. This program will build on benchmarks for local preparedness and response developed for US communities and adapt them for urban, rural, and tourism community types in the IO region. In addition, hazard mapping and coastal mitigation activities that help prepare for and mitigate disasters will be coordinated with the part of the TRC program. Focused technical support will include the following activity areas:

4a – Tsunami Resilient Communities Program. The US IOTWS Program will work with international, national, and local partners to identify and promote practices that will help coastal communities become more resilient to tsunamis and other natural hazards. A Tsunami Resilient Community (TRC) has taken specific steps to prepare for and mitigate the impacts of tsunamis and

other hazards recurring in coastal areas, to minimize social disruption, and to maintain environmental services. Active collaboration among national, provincial, and local emergency management agencies and the local communities is essential for achieving local preparedness and mitigation of tsunami and other hazards. This collaboration supports better and more consistent tsunami awareness and mitigation efforts among communities at risk. The main goal is to improve of public safety during tsunami emergencies and to build resilience to recurring coastal events. To meet this goal, the following objectives need to be met:

- Create minimum standard guidelines for a community to follow to become a TRC
- Encourage consistency in educational materials and response among communities and national emergency systems
- Recognize communities that have adopted TRC guidelines
- Increase public awareness and understanding of the tsunami and other hazards
- Improve community pre-planning for tsunami and other disasters impacts.

Prototype and modeler pilot communities will be used to inform guidelines for how to build TRC communities. NOAA, the PI and its partners URI and ADPC will collaborate on this activity to develop a prototype TRC Guide for village, resort community, and municipality that includes:

- Framework and minimum benchmarks incorporating all hazard and coastal zone disaster mitigation;
- Self assessment process;
- Tools and best practices including hazard analysis tools and application.

Regional and national workshops with partner organizations will be organized to review and solicit input on the guide. The TRC Guide will incorporate lessons learned and best practices from around the Indian Ocean region. The draft Guide will be presented to the ICG Working Group 5 and finalized for translation and printing in the focus countries. Orientation sessions and train-the-trainer courses will be held in focus countries using TRC Guide. Partnerships with NGOs, private sector entities, and others who work directly with the local communities will be for development of a TRC Recognition Program to help ensure that the program expands beyond the prototype communities through the implementation of the training program developed through this effort.

* * *

4b – Hazard Analysis and Application Tools. Hazard analysis is a vital component of tsunami and all hazards preparedness. The US IOTWS Program will provide technical assistance in the region to develop tools that can be applied at the local level to identify and map hazards in the coastal zone.

The NOAA Pacific Services Center and Coastal Services Center have been working with various federal, state and local level partners in the U.S. and its territories to develop tools to enhance the ability of local emergency managers, planners, and decision makers to conduct multi-hazard risk and vulnerability assessments. In addition to developing a standard methodology for conducting multi-hazard risk and vulnerability assessments, the Centers have worked with their partners to develop GIS-based tools for implementing the methodologies. Many of the newer tools were all developed using GIS-based Internet mapping technologies and have greatly enhanced local level emergency managers', coastal zone managers', and other decision makers' abilities to mitigate the potential impacts of flood hazards. The use of interactive Internet mapping applications and GIS-based tools enables the data to be used to develop more effective comprehensive hazard mitigation plans and it enables the risk and vulnerability data to be utilized on a daily basis by planners, permitting officials, zoning officials, and emergency managers. Internet accessibility also enables the hazards risk and vulnerability assessment data to be used as public outreach tools.

The tools previously developed by NOAA's Centers have demonstrated their value by assisting local decision makers in their efforts to identify their hazard risks and utilize the information to make more informed hazard mitigation plans. In an effort to help facilitate the development of similar tools throughout the entire 2004 Indian Ocean Tsunami impact area, the Centers will work with local communities to develop the prototype for an open source version of a hazard analysis tool. The open source version will enable any community with a Web server to develop similar tools without the need for GIS software or expertise. Following the completion of the open source version of the tool, efforts will be focused on training and outreach activities to help encourage other communities to develop similar tools.

The hazard analysis tools will be developed in close coordination with local community partners to ensure that they are locally applicable and meet the needs of the communities. In addition, if feasible, the tools will be developed utilizing open source-based Internet mapping technologies to help facilitate the development of similar tools in other communities throughout the 2004 Indian Ocean Tsunami impact area. The use of open source technologies will enable other communities to develop similar tools without the need for costly commercial off-the shelf software. The development of a training manual for implementing similar tools in other areas, combined with a train-the-trainer training program, will help ensure that other communities are able to develop similar hazard analysis tools.

USGS's will also be working to build the capacity for seismic hazard analysis for two of the countries affected by the 2004 magnitude 9.0 Sumatra earthquake and the March 2005 magnitude 8.7 aftershock, namely Indonesia and Thailand. These countries are currently reconstructing buildings and infrastructure in areas affected by the earthquake and tsunami, and the designs and engineering specifications for buildings and other structures should be appropriate for the seismic hazard in the area. USGS will support development of hazard and risk maps for Indonesia and Thailand, including seismic event time histories that will greatly improve the risk analysis of coastal hazard. USGS will also support development of a risk scenario for Padang, Indonesia, since it is perceived that this city has among the greatest earthquake risk in the region. USGS geologists will provide field training in the region, using satellite imagery to define major structures and work with local geologists to define potential earthquake magnitudes and recurrence rates. The risk scenario for Padang will include the amplification of ground shaking by soils and an inventory of buildings. These products will be an essential input for capacity building in the addressed countries, providing knowledge towards hazard analysis, mitigation, preparedness, and reconstruction in the region affected by the earthquake and tsunami. USGS will cooperate with the Worldwide Seismic Safety Initiative (WSSI) group (<http://www.wssi.org>), to organize regional workshops and encourage local participation in the development of the hazard and risk products. This collaboration is critical for ensuring sustainability in using these tools over the long-term. In addition, the USGS will provide seismic hazard computer codes and training for earth scientists in these countries so that they may develop these capabilities in their own country. WSSI has already given a commitment to be involved in this effort.

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4c – Coastal Zone Disaster Mitigation. Coastal zone disaster mitigation is an integral part of building resiliency to tsunamis as well as other hazards in the coastal zone. Technical assistance in coastal zone disaster mitigation will cover a range of topics designed to restore and maintain the environmental and socioeconomic services provided by healthy coastal ecosystems such as coastal forests, mangroves, and coral reefs. USAID and the PI will play a leading role in training national and local government agencies and NGOs in planning and implementing coastal zone management measure along vulnerable coastlines in participating countries. Building on guidelines developed by a number of groups (e.g. WWF) for green reconstruction, the PI will conduct regional workshops with key participants from coastal areas of the five participating countries to develop action plans or review implementation status of coastal zone disaster mitigation measures to achieve the program target of 200 km of coastline under improved management. The Team will also work closely with another USAID project in Thailand, the Post-Tsunami Sustainable Coastal Livelihoods Program and a coastal reconstruction project in Sri Lanka, to identify opportunities to collaborate and build on successes.

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