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INDONESIA URBAN WATER SANITATION AND HYGIENE  
*PENYEHATAN LINGKUNGAN UNTUK SEMUA (IUWASH PLUS)*

# LOCAL SUSTAINABILITY AND INNOVATION COMPONENT IMPLEMENTATION GUIDELINES & PLAN

CONTRACT NO. AID-497-TO-16-00003



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**Program Title:** IUWASH PLUS (Indonesia Urban Water Sanitation and Hygiene  
*Penyehatan Lingkungan untuk Semua*)

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# ACRONYMS

ADS	Automated Directive System
AIDAR BAPPENAS	Agency for International Development Acquisition Regulations Ministry of National Development Planning
B2B	Business to Business
COP	Chief of Party
CFR CO	Code of Federal Regulations Contracting Officer
DAI	Development Alternatives Inc. Global LLC
DCOP	Deputy Chief of Party
ESF	Environmental Screening Form
ESR	Environmental Screening Report
EMMP	Environmental Mitigation and Monitoring Plan
EMMR	Environmental Mitigation and Monitoring Report
FAA	Fixed Amount Award
FAR	Federal Acquisition Regulations
FFP	Firm Fixed Price
GOI	Government of Indonesia
GEC	Grant Evaluation Committee
GUC	Grants under Contract
HCA	Head of the Contracting Activity
IEE	Initial Environmental Examination
IP	Implementing Partner
IR	Intermediate Result
IUWASH	Indonesia Urban Water Sanitation and Hygiene project
IUWASH PLUS	Indonesia Urban Water Sanitation and Hygiene <i>Penyehatan Lingkungan untuk Semua</i>
LG	Local Government
LSIC	Local Sustainability & Innovation Component
M&E	Monitoring and Evaluation
MOH	Ministry of Health
MOHA	Ministry of Home Affairs
MPWH	Ministry of Public Works and Housing
MWH	Montgomery Watson Harza (US-based Engineering consulting firm)
NGO	Non-Governmental Organization
NPWP	Indonesian Tax Identification Number
PDAM	Municipal Drinking Water Company
OFAC	Office of Foreign Assets Control
Pokja PPAS Nasional	Pokja Pembangunan Perumahan, Permukiman, Air Minum, dan Sanitasi Nasional
PPRG	Gender-Based Budgeting and Planning

PVO	Private Volunteer Organization
PYI	Project Year I
RFA	Request for Applications
RFP	Request for Proposals
SAM	System for Award Management
SGP	Small Grant Program
SME	Small Medium Enterprise
S&I	Sustainability and innovation
STBM	Community-Based Total Sanitation Program
STIP	Science, Technology & Innovation Partnership
TAMIS	Technical and Administrative Management Information System
TEC	Technical Evaluation Committee
TNP2K	<i>Tim Nasional Percepatan Penanggulangan Kemiskinan</i> (National Team to Accelerate Poverty Reduction)



# I. INTRODUCTION

## I.1. PURPOSE OF THIS PLAN

This Local Sustainability and Innovation Component (LSIC) Implementation Guidelines and Plan is intended to provide an overview of how the fund will be used, and contains three annexes, A, B and C, that describe the grants and subcontract making process, forms, applications, and procedures the IUWASH PLUS team will follow in implementing the LSIC, also guideline for implementing environmental compliance procedures for LSIC activities.

## I.2. OVERVIEW OF IUWASH PLUS

The USAID Indonesia Urban Water, Sanitation and Hygiene '*Penyehatan Lingkungan Untuk Semua*' (IUWASH PLUS) program is a five-and-a-half year, \$48.4 million initiative designed to assist the Government of Indonesia (GOI) in increasing access to water supply and sanitation services as well as improving key hygiene behaviors among urban poor and vulnerable populations. Implemented by DAI Global LLC, IUWASH PLUS works with governmental agencies, the private sector, NGOs, communities and others to achieve the following "high level" results:

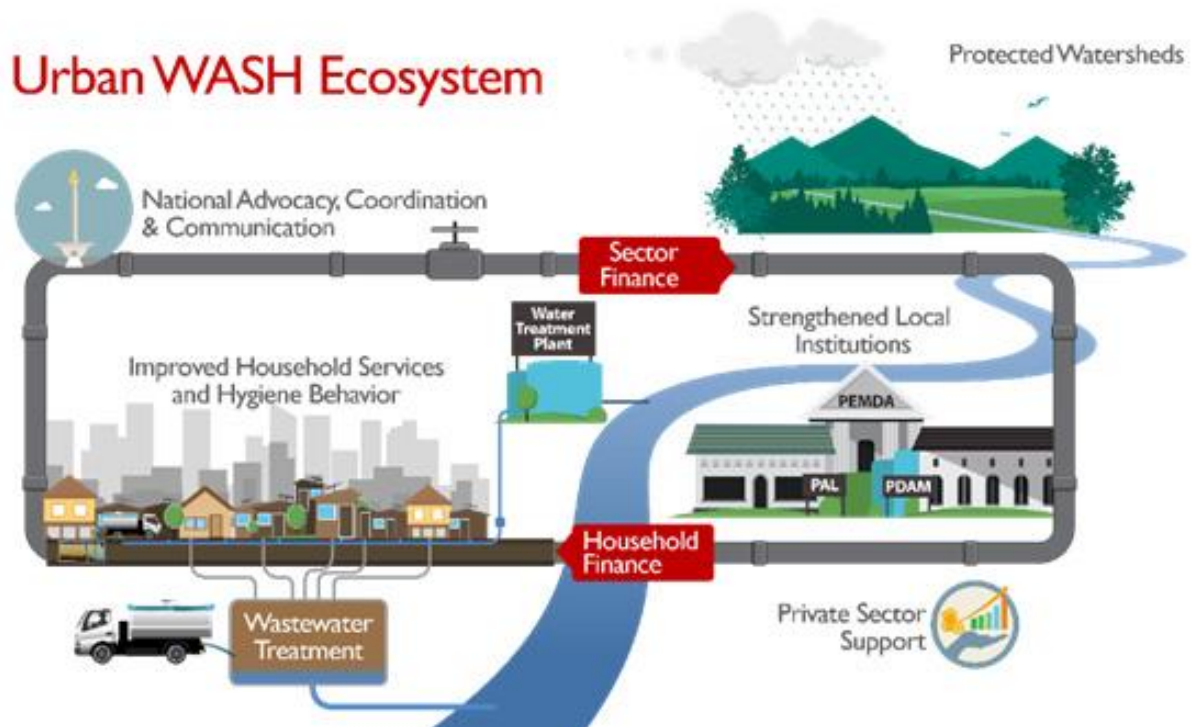
1. An increase of 1,100,000 people in urban areas with access to improved water supply service quality, of which at least 500,000 are from the poorest 40% of the population (also referred to as the "Bottom 40%" or "B40"), vulnerable groups or Indonesia's eastern provinces; and
2. An increase of 500,000 people in urban areas with access to safely managed sanitation.

In order to achieve the above, IUWASH PLUS undertakes activities through four (4) interrelated components, including:

1. Improving household WASH services;
2. Strengthening city WASH institutional performance;
3. Strengthening the WASH financing environment; and
4. Advancing national WASH advocacy, coordination and communication.

To ensure that improvements in access to WASH services are sustained, IUWASH PLUS is guided by a development hypothesis that focuses on strengthening service delivery systems so they can more effectively reach the poorest and most vulnerable segments of the population. The IUWASH PLUS approach for doing so focuses on strengthening the urban WASH ecosystem of inclusive service provision (see Exhibit 1). By working at all levels of the ecosystem—identifying and reinforcing the roles and linkages of key WASH actors—the IUWASH PLUS project will effect tangible change in service delivery among the poorest households. This approach extends from the understanding that sustainable access to WASH services for the poor can only be achieved by strengthening the integration and governance of the WASH ecosystem as a whole, as opposed to narrower approaches that prioritize stand-alone infrastructure investments. The urban WASH ecosystem is only as strong as its weakest link, meaning that all actors—from the civil servants allocating resources in the Ministry of Public Works & Housing to sanitarians improving hygiene practices one house at a time—have an important role to play.

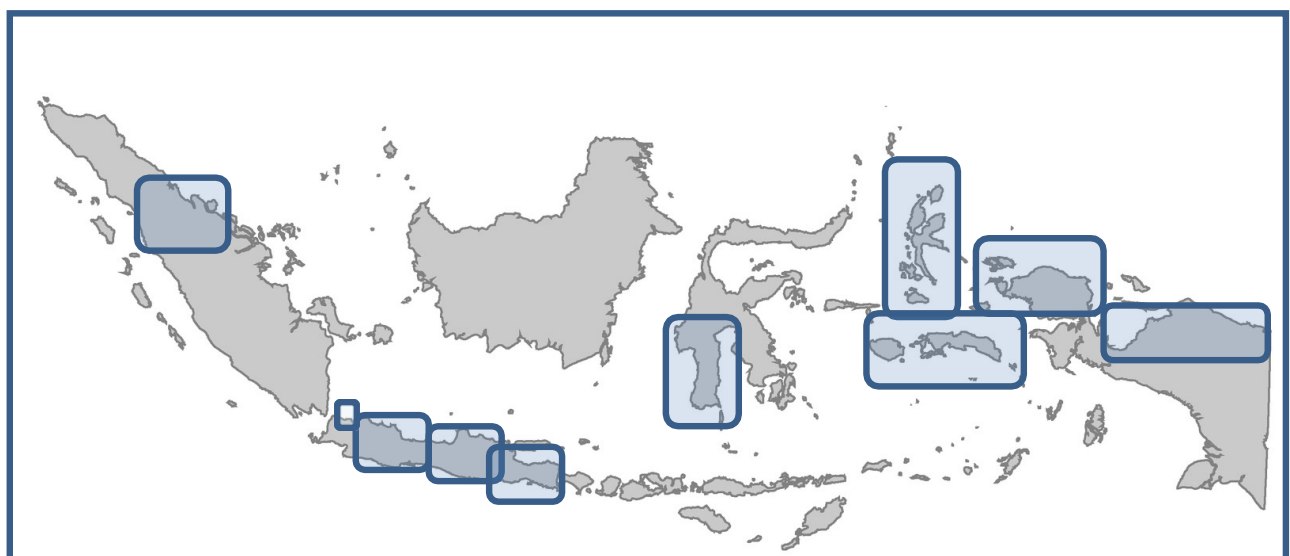
**Exhibit 1: The Urban WASH Ecosystem**



### 1.3. IUWASH PLUS TARGET GEOGRAPHIC AREAS

IUWASH PLUS will work with approximately 35 Local Governments across Indonesia in the provinces of North Sumatra, West Java, Central Java, East Java, South Sulawesi, Maluku, North Maluku, West Papua, and Papua, as well as DKI Jakarta and Tangerang District (see Exhibit 2 below).

**Exhibit 2: Approximate Target Areas of IUWASH PLUS**



## I.4. THE IUWASH PLUS LSIC

To implement the above approach, and in addition to work under the above components, the IUWASH PLUS team will apply much effort in cultivating local expertise through shared investments under the Local Sustainability and Innovation Component (LSIC), referred to as the Local Sustainability and Innovation Component under the USAID IUWASH PLUS contract. The LSIC is not a separate task or result, but rather a tool the IUWASH PLUS team will use to provide targeted technical and capacity building support, and to finance or co-finance with partners activities designed to strengthen community, private sector and subnational government WASH service provision. LSIC financed activities will contribute to, and be based on, verifiable program indicators, demonstrate technical soundness among tasks and program objectives, leverage non-project funds and resources, and encourage to the greatest extent possible cost sharing from recipients to promote replication of actions, ownership and sustainability.

By design, LSIC activities also seek to promote the participation and/or collaboration of local entities toward the achievement of the IUWASH PLUS targeted results. It will accomplish this through using open innovation approaches to leverage change through Science, Technology, Innovation and Partnership (STIP), prizes and challenges, or other innovative tools to meet IUWASH PLUS objectives. These approaches will be used to complement and amplify the impact of other IUWASH PLUS activities, engage new non-traditional collaborators and partners, and broaden engagement with a wider pool of participants that bring novel approaches and solutions, which generates or leverages local budgets. In addition to sourcing new innovations, LSIC activities may include incentivizing the adoption or scaling-up of proven innovations that emerged from previous USAID sector investments or during the IUWASH PLUS implementation period.

The LSIC provides the project team with a flexible tool for encouraging and enlisting the participation and collaboration of local non-governmental and private sector entities in project-supported activities and to leverage technical expertise and resources to achieve task outputs and outcomes. The LSIC will support program activities at all levels—national, provincial, city/district, and community—as the Project seeks to strengthen the ability of communities, local governments, and businesses to deliver and/or support improved sustainable WASH service, especially for the poor. It will be used to support diverse partners in developing innovative new products and services, and/or actions and co-investments by NGOs and private businesses with local governments and local communities in providing effective and sustainable service delivery. Awards funded by the LSIC will be structured to leveraged funding and/or in-kind contributions and effort either as matching grants, parallel funding of similar activities, or in-kind labor and material contributions that support achievement of specific outputs and outcomes.

The fund allocated for the Local Sustainability and Innovation Component (LSIC) is US \$2,500,000, which will be awarded through Grant mechanism in amount of US \$1,000,000 and sub contract mechanism in amount of US \$1,500,000.

The following sections provide more detailed discussion of the types of activities the LSIC will finance, implementing mechanisms, and brief summary of the section process. This plan also includes three annexes that provide detailed guidelines on how grants and subcontract will be used to engage participants in LSIC-funded activities, and procedures of environmental compliance for LSIC activities.

## II. ACTIVITIES AND IMPLEMENTING MECHANISMS

### 2.1. USE OF LSIC

The LSIC will be used to engage diverse institutions and organizations in activities that support the achievement of IUWASH PLUS’s high level outcomes. Led by the LSIC Coordinator, IUWASH PLUS will use a mix of grants, subcontracts, and in-kind mechanisms to *incentivize* the project’s partners to take risks, *stimulate* innovation, and *deliver* sustainable solutions to significant WASH sector challenges. Building on experience with similar crosscutting mechanisms elsewhere, IUWASH PLUS will:

- **Grant prizes to entities that solve WASH technology challenges.** These could involve partnerships between city governments or PDAMs and private companies, NGOs, and/or universities that address critical technology challenges.
- **Subcontract awards that test sustainable WASH service models to expand access to the poor.** These subcontracts will support the preparation and piloting of service models that are poor- inclusive and address key service gaps.

In all cases, LSIC activities will address a critical challenge; have the potential for bold and replicable impact; and leverage interest/investment by the public and/or private sectors. We will incorporate the LSIC into our “quick start” plan, identifying possible needs and, as necessary, advertising the availability of prizes and soliciting concepts. Awards will be based on the concepts’ potential for replication, sustainability, and impact—particularly on marginalized communities—and expressed support from a PDAM or LG. Exhibit 3 shows potential types of awards.

**Exhibit 3: Illustrative Activities under the LSIC**

Illustrative Activity	Illustrative Partners
<p><b>Component 1:</b></p> <ul style="list-style-type: none"> <li>• Design, pilot, and market septage collection and transport equipment.</li> <li>• Research effectiveness of POU water storage/protection products, and develop new product ideas.</li> <li>• Design, produce, and market low-cost toilet/septic tank products.</li> <li>• Create sanitation loan products targeted to poor households.</li> </ul>	<ul style="list-style-type: none"> <li>• Universities</li> <li>• Equipment manufacturers</li> <li>• APPSANI, Association of BDS Indonesia</li> <li>• MFIs, cooperatives, SMEs</li> </ul>
<p><b>Component 2:</b></p> <ul style="list-style-type: none"> <li>• Develop online training platform for PDAM and city/district WASH staff.</li> <li>• Test distribution network pressure monitoring tools to reduce non-revenue water.</li> <li>• Expand use of open-source information systems for PDAM asset management.</li> <li>• Develop customer problem reporting/feedback via SMS.</li> <li>• Develop information and communications technology (ICT) approaches for citizen engagement.</li> </ul>	<ul style="list-style-type: none"> <li>• Association of BDS Indonesia</li> <li>• PERPAMSI, Ministry of Public Works and Housing training centers</li> <li>• Maker community</li> <li>• ICT specialty firms</li> </ul>

Illustrative Activity	Illustrative Partners
<p><b>Component 3:</b></p> <ul style="list-style-type: none"> <li>Expand the use of mobile-based surveys to develop baselines on current conditions of septic tanks, data that are needed for sanitation <i>hibah</i> eligibility.</li> <li>Create an online WASH investment forum linked to NAWASIS that highlights investment needs.</li> <li>Develop streamlined decision support tools for B2B toolkit with user-friendly graphic interface to facilitate data entry and comparison of offers.</li> </ul>	<ul style="list-style-type: none"> <li>University technology departments</li> <li>MFI, cooperatives and credit unions</li> <li>ICT specialty firms</li> </ul>
<p><b>Component 4:</b></p> <ul style="list-style-type: none"> <li>Support evidence-based advocacy efforts of STBM Secretariat, Pokja PPAS Nasional, and NAWASIS through WASH-wealth mapping and gender-based data collection.</li> <li>Develop mobile applications in support of systems such as NAWASIS to allow users to access all data, best practices, and case studies via mobile devices.</li> <li>Hold design competitions for sharing WASH information through infographics or interactive maps.</li> </ul>	<ul style="list-style-type: none"> <li>ICT specialty firms</li> <li>University research teams and students</li> <li>Local communications firms</li> </ul>

In the first year, the Project team will focus on setting up and operationalizing the Fund. Exhibit 4 below provides a brief description of anticipated LSIC activities in Year 1.

**Exhibit 4: LSIC Support Activities in PY1**

Activity	Output	Timeline
Develop and submit LSIC Guideline & Plan (including grants manual)	IUWASH PLUS LSIC Manual developed and approved by USAID	August
Establish LSIC program support tools and systems, including agreement templates, set-up in TAMIS, and socialization/training of internal staff on applicable processes	LSIC support tools and systems operationalized	September
Socialize LSIC program at the regional level, conducting regional workshops with IUWASH PLUS staff to review the processes for fund usages and identify possible topics/issues.	Workshops conducted for potential grantees in all regions	October
Conduct initial round of competition at the regional and national levels.	First round award of grant/subcontract at national & regional level delivered	Nov – Dec

## 2.2. LSIC MANAGEMENT STRUCTURE

The LSIC will be implemented under Component 4 and the Team Lead for that Component (Ms. Lina Damayanti) will provide day-to-day guidance to and supervision of a dedicated “LSIC Coordinator” (Ms. Siti Wahyuni), ensuring that work plans are adhered to and that issues encountered are appropriately identified and dealt with, overseeing the implementation of LSIC

activities in terms of their expected outputs, quality of activity implementation and the timely receipt of final reports. She will also ensure that experiences gained from LSIC activities are well-documented and widely disseminated so that they can serve their broader purpose of advancing innovative solutions to urban WASH challenges. As for the LSIC Coordinator, she will work under the Component 4 Team Lead and in close coordination with the project’s COP, DCOPs and technical and administrative staff in launching the Activity, establishing LSIC support tools, organizing regional workshops with IUWASH PLUS staff about the Activity, initiating calls for proposals and/or the issuance of request for proposals/applications, and making awards. Given that grantees and subcontractors will range from non-governmental organizations, universities and private companies to local communities who may have no prior experience working with donor funding, Ms. Wahyuni, will draw on expertise within the IUWASH PLUS team to help guide and oversee awardee progress and performance, and ensure their compliance with DAI Global LLC and USAID regulations. Exhibit 5 below outlines the management structure of IUWASH PLUS team for implementing LSIC.

**Exhibit 5: Management Structure FOR LSIC**

<b>IUWASH PLUS Team</b>	<b>Roles and Responsibilities</b>
<b>COP</b>	The COP is responsible for overall program and contract compliance of LSIC. The COP approves the terms of each award, and provides the final project-level approval of each award mechanism.
<b>DCOP Operation</b>	The IUWASH PLUS DCOP Operation will be responsible for determining the appropriate award mechanism in consultation with the Component 4 team lead and LSIC Coordinator. The DCOP Operation will monitor the compliance to all USAID regulations.
<b>DCOP Program</b>	The IUWASH PLUS DCOP Program will oversee the work of the Component 4 Team Lead and assist in determining the types of activities to be pursued and the responsible technical staff. The DCOP Program will ensure the expected outputs contribute to higher level results and outcomes.
<b>Component 4 Team Lead</b>	The Component 4 Team Lead will provide day-to-day guidance to and supervision of the LSIC Coordinator, ensuring that workplans are adhered to and that issues encountered are appropriately identified and dealt with, overseeing the implementation of LSIC activities in terms of their expected outputs, quality of activity implementation and the timely receipt of final reports. She will also ensure that experiences gained from LSIC activities are well-documented and widely disseminated so that they can serve their broader purpose of advancing innovative solutions to urban WASH challenges.
<b>LSIC Coordinator</b>	The LSIC Coordinator oversees the IUWASH PLUS award mechanism (grants and subcontract). She operates under the direct supervision of the Component 4 Team Lead or her designee and works with the IUWASH PLUS Procurement Associate. She is responsible for development of objectives of award competition, evaluation criteria and grants/subcontract administration mechanisms. The LSIC Coordinator is responsible for the preparation and implementation of all LSIC activities from concept to award to close-out. She convenes a selection committee for each solicitation, participates in committee evaluation meetings as non-voting member and with the Finance Officer or his/her designee, and conducts the pre-award responsibility determination. The LSIC Coordinator with assistance of the



IUWASH PLUS Team	Roles and Responsibilities
	<p>Procurement Associate may be responsible for providing technical support to the applicant and awardee and technical management of the grant/subcontract from the time of application to approval, monitoring awardee performance, recommending payments, preparing requests and justifications for grant/subcontract modifications, certifying grant/subcontract completion, and recommending closeout. The LSIC Coordinator uses the Grants and Subcontracting Manual and Implementation Plan for all award mechanism, assuring that the awardee does the same, and oversees the administration of funds. She reviews technical applications for responsiveness, evaluates the cost application for cost reasonableness, allocability, and allowability, drafts grant/subcontract documents, manages and monitors the grants/subcontract implementation, ensures that high risk awardees are provided with appropriate training to improve their financial and management capability, provides post-award briefing to newly awardees, administers grants/subcontract financially and administratively, maintains grant/subcontract files, and ensures compliance with all USAID regulations.</p>
<p><b>Technical Advisor/ Team – National and Regional</b></p>	<p>Depends on the scale and location, the Technical Advisor/Team in national and regional level is responsible for developing the technical TOR for awards (in collaboration with the Component 4 Team Lead and Coordinator of the LSIC), approving awardee work plans, approaches from a technical perspective, and assuring technical compliance. Depending on the award activity, scale and location, the Technical Advisor or Regional Manager will be the Technical Lead on the project. Technical approval of deliverables/reports will be the responsibility of the relevant technical team member overseeing the grant.</p>

The roles and responsibilities of TOCOR and TOCO of USAID/Indonesia and other relevant IUWASH PLUS team members are as follow:

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

**Task Order Contracting Officer (TOCO).** An official of USAID that maintains substantial involvement in the award process by formally approving this Manual for use in the award and administration of grants and subcontract under the IUWASH PLUS contract.

**Finance Officer.** Provides financial oversight and guidance to project accountant how to review financial report for grantee/subcontractee which depend on the type of grant/subcontract. The Finance Officer will work closely with the LSIC Coordinator with regard to the pre-award responsibility of applicants.

**Procurement Associate.** He/She will support the LSIC Coordinator in providing technical support to the applicant and awardee and technical management of the grant/subcontract from the time of application to approval, monitoring awardee performance, recommending payments, preparing requests and justifications for grant/subcontract modifications, certifying grant/subcontract completion, and recommending closeout. He/She will be non-voting members of the GEC.

**Senior HR Officer.** He/she will support in processing Fixed Price Individual Consultant Agreement (FP ICA). The Senior HR Officer will responsible and ensure that the individual is hired

and fulfilled the procedures according to the FP ICA guideline and meet the requirement as described in the SOW.

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

**Project Accountant.** Upon grant/subcontract award, the Accountant will be responsible for issuing advances and tranche payments once approved by the LSIC Coordinator and the relevant Technical Advisor.

## 2.3. LSIC IMPLEMENTING MECHANISMS

IUWASH PLUS will mainly use three different approaches in making awards financed by the LSIC. Exhibit 6 below outlines each of these approaches in terms of beginning point, process, and entry points for USAID review. We will tailor actual awards based on the type of activity to be financed, cost share, and implementing partner expertise and prior experience managing a grant or contract. In each case, our overall objective will be to make the LSIC an efficient and cost effective mechanism that builds capacity, and delivers results that contribute to IUWASH PLUSs high level results and outcomes.

**Exhibit 6: Approaches Used to Make LSIC Awards**

	Call for Proposals	Innovation Challenge	Collaborative Design
Initiator	IUWASH PLUS	IUWASH PLUS	Proponent
Beginning Point	Defined scope of work with specific deliverables	Loosely defined need	Project concept proposal
Process	<ul style="list-style-type: none"> <li>• Development of scope</li> <li>• Solicitation of Proposals</li> <li>• Proposal review</li> <li>• Award(s)</li> </ul>	<ul style="list-style-type: none"> <li>• Call for ideas or host “hackathon”</li> <li>• Shortlist and request more defined proposals</li> <li>• Review and select awardees</li> </ul>	<ul style="list-style-type: none"> <li>• Review concept and request more detailed proposal</li> <li>• Review proposal</li> <li>• Make award</li> </ul>
Types of activities funded	<ul style="list-style-type: none"> <li>• Analyses</li> <li>• Training programs carried out by local implementers</li> <li>• Public outreach campaigns</li> <li>• Baseline surveys, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Innovative technologies</li> <li>• Development of marketable and affordable WASH products</li> <li>• Community-based field activities</li> </ul>	<ul style="list-style-type: none"> <li>• Research studies</li> <li>• Partnerships with local universities to develop WASH appropriate technologies, i.e. for challenging environment</li> </ul>
Opportunities for COR Review	Initial RFA/RFP, and final selection before award	Call for ideas, ideas shortlisted and final selection before award	Initial concept, detailed proposal before award
Likely procurement type	Grant and Subcontract	Grant or subcontract	Grant

As shown in Exhibit 6 above, DAI Global LLC anticipates using both subcontracts and grants to implement activities funded by the LSIC. The selection of the specific mechanism will depend on a variety of factors:



- Grants are generally used to provide funding to an organization in implementing its proposed activity. The grantee defines the scope of work, proposes a schedule of activities and cost-sharing budget based on an agreed-upon proposal that aligns with IUWASH PLUS's objectives and the grantee's organizational directives.
- Subcontracts are used to hire an organization, individual, or company to perform a specific scope of work based on an agreed upon schedule, deliverables or outputs, and budget. Subcontracts are best used to purchase specific services or products or to hire an organization to carry out activities that achieve a defined objective (i.e. number of poor people with increased access to low-cost toilet/septic tank products).

In addition, to complement and amplify the impact of the above, LSIC funds may also be used in support of specific activities or events that would be directly implemented by IUWASH PLUS. In such cases:

- An activity or event will only be used in association with a broader LSIC initiative and in cases where it is more appropriate for USAID IUWASH PLUS to implement it itself, rather than through a third party. Examples of such activities or events include: initial stakeholder engagement before a grantee or service provider is selected; the promotion of results for replication or scaling-up after a grantee or service provider has completed its work; or a specialized training or workshop that could not reasonably be implemented by a grantee or service provider. Activities or events will be directly managed by USAID IUWASH PLUS; subject to USAID consent (such as through review and approval of a Concept Note that fully describes the activity or event).

Determining the appropriate mechanism and complementary event/activity will be the responsibility of DCOP/Operations in consultation with Component 4 Team Lead, LSIC Coordinator and the technical team that initiates the request and with the concurrence of the COP. Any exceptions to competition per ADS 302, 303 or the FAR Part 6 will be justified and subject to the same rigorous review and monitoring as all other solicitations. Annexes A and B attached to this guideline and Plan provide much more in-depth information on how the IUWASH PLUS team will issue and manage grants and subcontracts financed through the LSIC.

## III. USAID REVIEWS AND APPROVALS

The IUWASH PLUS team is responsible for negotiating, awarding, and monitoring all awards in accordance with USAID regulations. However, all activities financed by the LSIC will pass through a USAID review process. The nature of these reviews will be based on the following criteria:

- Proposed procurement mechanism.
- Value of procurement, and
- Potential for adverse environmental impact.

USAID will have substantial involvement in the review of subcontract, grant awards and event funded by the LSIC. USAID's involvement in the approval process, once the fund's management plan has been approved by the TOCO, is described in greater detail in the following sections.

### 3.1. GRANTS

If a grant is the implementing mechanism selected, USAID will be significantly involved in establishing selection criteria, and will provide either a no-objection, rejection, or approval of the selection of actual grant recipients, activities proposed and funding level. As directed by the TOCO and refers to the applicable ADS for grant (ADS 302.3.4.8), USAID approvals will be as follows:

- Grant awards to local organizations up to US \$150,000: The TOCOR provides written approval.
- Grant awards to local organization in excess of \$150,000 must be approved by the USAID Contracting Officer.
- Grant awards to US NGOs must not exceed \$100,000, must be approved by The TOCOR.

Examples of activities that can be funded by grants includes: development of sustainable Master Meter systems, prototypes for septic tank technology options, support for construction an innovative designs of communal septic tanks, facilitate the improvement of PDAM performance through provision of appropriate equipment and capacity building, etc.

Further discussion regarding DAI's grants administration procedures can be found in the Grants Management Plan and Manual (Annex A).

### 3.2. SUBCONTRACTS

USAID will also be involved in the consent process for subcontracts issued under the LSIC. For this purpose, the following thresholds have been established:

- Fixed price subcontracts up to US \$150,000: The TOCOR provides written approval of the scope of work.
- Fixed price subcontracts above US \$150,000: The TOCOR will provide technical approval of the scope of work, and Pursuant to FAR 52.244-2, these subcontracts will require consent to subcontract from the Contracting Officer.

Subcontract will be processed through Fixed-Price Purchase Order mechanism for services by firms/companies, and for Individual Consultant will use Fixed-Price Individual Consultant Agreement mechanism. TOCOR approval is required for all subcontract agreement regardless the value of the contract. All no-objection and approval/consent requests will be submitted via email. TOCOR approvals may be provided via email rather than by a signed letter.

Examples of activities that can be funded by subcontracts includes: innovative mechanism for septage management program, development of effective marketing strategy for water & wastewater operators, supporting national policy and framework for creating enabling environment in WASH sector, develop innovation approach in engineering design of WASH infrastructures, etc.

Details procedures of DAI's subcontract administration can be found in the Subcontract Administration (Annex B).

### 3.3. ACTIVITIES

USAID will also be involved in the consent process for activities implemented directly by IUWASH PLUS under the LSIC. For this purpose, the following thresholds have been established:

- Activities thru an event with estimated budgets in excess of \$5,000: The TOCOR provides written approval of the scope of work.

Examples of activities that can be funded under this category includes: initial stakeholder engagement before a grantee or service provider is selected; the promotion of results for replication or scaling-up after a grantee or service provider has completed its work; or a specialized training or workshop that could not reasonably be implemented by a grantee or service provider, etc.

All no-objection and approval/consent requests will be submitted via email. TOCOR approvals may be provided via email rather than by a signed letter.

### 3.4. ENVIRONMENTAL REVIEW

All activities funded under the LSIC will be subject to an environmental screening as outlined in the IUWASH PLUS Initial Environmental Examination (IEE) and Environmental Mitigation and Monitoring Plan (EMMP). For those activities determined to fall within the risk category of “negative determination with conditions”, the IUWASH PLUS team will undertake additional analysis to determine the nature of the risks and work with the implementing organization to put in place a suitable mitigation monitoring strategy. The IUWASH PLUS team will include periodic environmental monitoring of these activities to ensure the subcontractor or grantee is following the EMMP. The recipients of activities categorized as Negative Determination with Conditions will also undertake additional analysis to determine the nature of the risks to include periodic monitoring and reporting. Further information on these reviews can be found in the IUWASH PLUS Project EMMP.

Based on examples of activities described in the section 3.1, 3.2 and 3.3, the following are the likelihood of an environmental determination under LSIC Program:

- Grants (3.1) and Subcontract (3.2) can be categorized into:

- A. Categorical Exclusion, if the activity has no environmental impact. The activity include in this category required to develop ERF as describe in Annex C
- B. Categorical Negative Determination with Condition, if there are acceptable impacts if conditioned that required to develop ERR as described in Annex C
- Event or activities (3.3), can be categorized into:
  - A. Categorical Exclusion, it is not required to develop ERF
  - B. Categorical Negative Determination With Condition, any events or activities that might have acceptable impacts if conditioned are required to develop Standard Operating Procedure (SOP)

## IV. ANNEX

### ANNEX A: GRANTS ADMINISTRATION

## ACRONYMS

ADS	Automated Directive System
IUWASH PLUS	Indonesia Urban Water Sanitation and Hygiene <i>Penyehatan Lingkungan Untuk Semua</i>
APS	Annual Program Statement
AIDAR	Agency for International Development Acquisition Regulations
CFDA	Catalog of Federal Domestic Assistance
CFR	Code of Federal Regulations
COP	Chief of Party
DAI	Development Alternatives, Inc.
ESF	Environmental Screening Form
EO	Executive Order
FAA	Fixed Amount Award
FAR	Federal Acquisition Regulations
FTFN	Feed the Future North project which is supported by USAID under Feed the Future, the U.S. Government's global hunger and food security initiative
GEC	Grant Evaluation Committee
GOH	Government Of Health
GUC	Grants under Contract
HCA	Head of the Contracting Activity
IEE	Initial Environmental Examination
IP	Implementing Partner
IR	Intermediate Result
LSIC	Local Sustainability & Innovation Component
LGU	Local Government Unit
NGO	Non-Governmental Organization
NUPAS	Non-US Organization Pre Award Survey
MDG	Millennium Development Goal
OFAC	Office of Foreign Assets Control
OMB	Office of Management and Budget
OTI	Office of Transition Initiative
PVO	Private Volunteer Organization
RFA	Request for Application
RSO	Regional Security Office
SGP	Small Grant Program
SO	Strategic Objective
SOGA	Strategic Objective Grant Agreement
TAMIS	Technical and Administrative Management Information System
TOCO	Task Order Contracting Officer
TOCOR	Task Order Contracting Officer's Representative USAID United States Agency for International Development
UKBA	UK-Bribery Act
USD	United States Dollar
USG	United States Government
FAA	Fixed Amount Award

# I. GRANTS PROGRAM

## I.1. GENERAL

IUWASH PLUS will issue grants and subcontracts through the LSIC to achieve specific outputs that contribute to the project's high level results and outcomes. These grants will provide funding to select partner organizations in support of the various project components. This manual addresses DAI policies and procedures for the management of grants. Grants will be administered in accordance with the requirements established in ADS 302.3.4.13 and 302.3.5.6., ADS 303, 2 CFR 200, 2 CFR 700, the IUWASH PLUS contract, and applicable Federal law. Grants will be awarded when appropriate in combination with technical assistance, training, and other activities in response to specific objectives as detailed in the program's results framework. All grants must have a period of performance within the IUWASH PLUS contract period of June 22, 2016 to December 21, 2021. Grants should be programmed to be completed at least six months prior to the IUWASH PLUS contract completion date.

IUWASH PLUS grant opportunities will be advertised using an APS or RFA to ensure appropriate competition, however grants may be awarded on both a solicited and unsolicited basis. The policies and procedures contained in this Manual may be subject to change, based on IUWASH PLUS's written amendments to this manual and subject to Contracting Officer approval. All grants are fully consistent with IUWASH PLUS strategies and priorities and IUWASH PLUS will strive to ensure adequate coordination with implementing partners and other donor-funded interventions to avoid duplication of effort.

## I.2. GUIDING PRINCIPLES OF GRANTS PROGRAM

IUWASH PLUS will use grants to engage and spur the development of a broad range of partnerships, business models, and behaviors in support of the project's objectives. Grants will be competitively solicited and awarded, in keeping with the activities in IUWASH PLUS's work plan, however, eligibility may be restricted in accordance with the requirements set forth in Section 4.1, Restrictions to Eligibility, of this Manual.

- Eligible uses of grants shall be focused on IUWASH PLUS priorities and will be identified in a participatory decision-making process with the engagement of stakeholders;
- Grants shall be evaluated and selected on the basis of their likelihood of producing the most visible and directly attributable results, their potential impact, and how sustainable those results are likely to be;
- All Grants will have a general targeted minimum of 5 percent cost-sharing, either in-kind or in cash as outlined in ADS 303.3.10.1. IUWASH PLUS will work with each grantee to negotiate a level of cost share appropriate to the organization's resources and the proposed activity. In general, for-profit firms receiving IUWASH PLUS support are expected to contribute more of a cost-share contribution than other grantees. The actual percentage will depend on the type of organization, nature of the activity and the ability of the grantee to contribute. IUWASH PLUS shall ensure transparency and public accountability in all steps of the grant-making process, including solicitation, selection, use of grant funds, and reporting on results.
- All grants shall use a transparent selection process, with clearly defined criteria, and will be approved by USAID per Section 4.1.1.1 of this manual. IUWASH PLUS shall put in place clear

procedures to avoid conflicts of interest, preferential treatment, and perception of bias and favoritism in grant decision-making process.

Partners will come from a range of nongovernmental stakeholders; all will be able to articulate clear visions aligned with IUWASH PLUS's goals and to propose roadmaps for attaining them.

### 1.3. ILLUSTRATIVE GRANT ACTIVITIES

The LSIC will be used to engage diverse institutions and organizations in activities that support the achievement of IUWASH PLUS's high level outcomes. A particular emphasis will be placed on activities that promote the participation and/or collaboration of local entities toward the achievement of the IUWASH PLUS targeted results. It will accomplish this through using open innovation approaches to leverage change through Science, Technology, Innovation and Partnership (STIP), prizes and challenges, or other innovative tools to meet IUWASH PLUS objectives. These approaches will be used to complement and amplify the impact of other IUWASH PLUS activities, engage new non-traditional collaborators and partners, and broaden engagement with a wider pool of participants that bring novel approaches and solutions, which generates or leverages local budgets. In addition to sourcing new innovations, LSIC activities may include incentivizing the adoption or scaling-up of proven innovations that emerged from previous USAID sector investments or during the IUWASH PLUS implementation period.

### 1.4. DEFINITION OF TERMS

The following definitions are provided to assist users in interpreting IUWASH PLUS guidelines and regulations with regard to the administration and management of the grants program.

**IUWASH PLUS Project.** IUWASH PLUS is a five and a half year project. The project is funded by USAID under Contract AID-497-TO-16-00003

**USAID/INDONESIA.** United States for International Development in Indonesia (hereinafter referred to as "USAID") provides funds for IUWASH PLUS and approves the form and substance of this manual governing the grants program.

**Development Alternatives Inc. (DAI) "DAI" or DAI Global LLC.** The firm which holds the prime contract with USAID for the IUWASH PLUS project and the legal principal who will enter into a legally binding Agreement with Grantees.

**Grant.** Financial assistance that provides support or stimulation to accomplish a public purpose. A legal instrument that governs allocation of funds and defines roles and responsibilities of the parties to the Agreement (i.e., DAI and grantee). Depending on the grant instrument appropriate for a specific activity or grantee, DAI Global LLC will select between five types of grant instruments: Fixed Amount Award, Simplified Grants, Standard Grants, and In-Kind Grants.

**Applicant.** Indonesian university, civil society organization, non-government organization or other, that that submits an application in response to an RFA, APS or unsolicited application.

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



**Grant Evaluation Committee.** The mandate of the Grants Evaluation Committee (GEC) is to review and evaluate grant applications based on the selection criteria. The GEC then makes a determination as to whether the application should move forward to negotiation, USAID approval, and final award, or if the application is rejected as unsatisfactory according to established grant criteria. The GEC consists of three voting members who may include the Chief of Party, the Deputy Chief of Party for Programs, Component 4 Team Lead, the relevant Technical Advisor, Finance Officer and Monitoring & Evaluation Specialist or any designee of the Chief of Party. If any of the three voting members are absent, they may designate an alternate staff member to take their place. If a Technical Advisor provides direct and significant capacity- building guidance to a grantee in developing a concept paper or application, the individual cannot serve on the grants evaluation committee. The TOCOR has a standing invitation to GEC meetings as a non-voting member when available. The LSIC Coordinator or his/her designee will serve as a non-voting member of the GEC and as the secretary of the committee. The LSIC Coordinator will review the quantitative and qualitative information provided by GEC members to ensure evaluation criteria were adhered to and proper evaluation processes were followed, will conduct a pre-award responsibility determination and will prepare the grant negotiation memorandum for USAID approval.

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

**Grants Manual:** The Grants Manual shall be DAI’s guide to implementing the IUWASH PLUS project grant facility. It must cover all aspects of grant making, from solicitation, screening of applications, vetting of qualified grant recipients, monitoring program and financial progress, and closing out grants.

**Grant Agreement Modification.** Modifications to existing awards may include: administrative change, program description revision, time extension, and budget revision. Any revision of the program description must be within the objective of the IUWASH PLUS project. USAID approvals will be sought in accordance with Section 4.2.11, USAID Approval.

**Grantee:** An organization that has been awarded a grant by IUWASH PLUS.

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

**Milestones.** Key programmatic targets that must be met to qualify for initial or subsequent disbursements of IUWASH PLUS funds. The milestones must be inspected and accepted before determining that the milestones are ‘met’.

**Cost Sharing.** Project costs financed with cash or in-kind contributions separate from IUWASH PLUS funding, either provided by the recipient or donated by other donors. Cost sharing may include contributions to a grant activity from public international organizations, foreign governments, local and international institutions, private organizations and individuals.

**Liability.** DAI Global LLC will carry liability with respect to its awarding and administration of grants on behalf of USAID, and with respect to the acts or omissions of its grantees hereunder,

particularly to the extent that losses to the USAID foreign assistance program arise from DAI Global LLC's negligence or bad faith in performing its responsibilities. USAID will not assume any liability for any third-party claims for damages resulting from the implementation of activities.

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

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

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

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

## 1.5. STANDARD OF CONDUCT

The employees and partners implementing the IUWASH PLUS project shall maintain high standards of ethical conduct in the solicitation, negotiation, award, implementation, and oversight of IUWASH PLUS project activities. Each IUWASH PLUS project employee involved in the grants award process must read, complete and sign a "Conflict of Interest Certification." If an IUWASH PLUS employee or partner becomes aware of possible unethical or prohibited acts, the individual is obligated to immediately inform, verbally or in writing, the COP of such alleged conduct. The employee or partner may also contact DAI Global LLC's Chief Ethics and Compliance Officer at +1-301-771-7998 or at [ethics@dai.com](mailto:ethics@dai.com) or contact the DAI ethics hotline at +1-503-597-4328 or through the website at [www.dai.ethicspoint.com](http://www.dai.ethicspoint.com) or USAID's Inspector General at [ig.hotline@usaid.gov](mailto:ig.hotline@usaid.gov). Immediate notification of such a concern will permit DAI Global LLC to take appropriate action, including further investigation, remediation and disclosure to USAID, as appropriate.

DAI Global LLC has a strict non-retaliation policy. DAI Global LLC and its partners will not discharge, demote, suspend, threaten, harass, or in any manner discriminate against any person in terms and conditions of employment based upon any lawful actions of that person in making a good-faith report of ethics or compliance concerns. This whistleblower protection cannot be waived by any agreement, policy, form, or condition of employment.

Employees of the IUWASH PLUS project and IUWASH PLUS partners shall not engage in the following types of unethical conduct or prohibited acts:

- **Bribery.** Do not directly, or indirectly, solicit, accept, offer, promise or give a bribe or other improper payment, gift, favor or hospitality to obtain or retain business, approvals or other improper business advantage.
- **Facilitation Payment.** Do not make small payments to “grease” or speed-up approvals or actions on the part of government officials. Facilitation payments are prohibited under the UKBA (United Kingdom Bribery Act) which DAI Global LLC holds itself accountable to across all programs and activities. DAI Global LLC may pay for the commercial services of an “expeditor” to process goods through Customs if these terms of reference are explicit in a contract and do not include payments to “grease” approvals on the part of a government official.
- **Kickback.** Never ask for or accept anything of value by vendors, suppliers, contractors who do business with DAI Global LLC. You may accept gifts and hospitality of nominal value (meal offered during the course of a business meeting or a notepad with an organization’s logo on it).
- **Gratuity.** Never pay or provide a gift, favor or hospitality to a government official after you receive a favorable action or decision.

In the review and implementation of grants, DAI Global LLC reserves the right to investigate an application or a grant due to any real or perceived conflict of interest. In the event that DAI Global LLC determines that conflict of interest exists, DAI Global LLC may disqualify an application or terminate a grant.

DAI Global LLC employees and partners shall scrupulously avoid the appearance of a conflict of interest. The appearance of a conflict of interest can be avoided or minimized if an employee or partner notifies a supervisor, Coordinator or the COP so that appropriate action can be taken, such as relying on another employee to perform the function or make a decision for the specific transaction in question. Disclosure of an appearance of conflict of interest before an activity begins permits DAI Global LLC to avoid the conflict. Discovery of a conflict of interest after decisions are made may result in disciplinary actions, including removal from the project.

## 2. TYPES OF GRANTS

DAI Global LLC may utilize any of the following grant types in the implementation of the IUWASH PLUS grants program: Standard Grants; Simplified Grants; Fixed Amount Award; In-Kind Grants (including In- Kind Grants to Local Governments). The IUWASH PLUS team does not anticipate issuing grants to non- Indonesian organizations.

### 2.1. STANDARD GRANTS

The Standard Grant Format may be used for any grantee provided that they have the financial and management capacity to receive grant funding (see Section 5.5, Pre-Award Responsibility Determination, for discussion of pre-award surveys of determination of pre-award financial capacity). The primary advantage of the Standard Grant is decreased administrative burden in that the method of cash disbursement is more flexible. The disadvantage is that the Standard Grant can only be issued to more developed organizations that possess documented management capacity.

Determining if an organization is more developed usually entail a visit by the grants and finance team to the applicant's office. During this visit the team meets with applicant's staff to learn more about the administrative and financial management systems and processes. The LSIC Coordinator may also request information regarding overall systems, including monitoring and evaluation systems, procurement and inventory management, personnel, and technical operations. In addition to meeting with applicant staff, the LSIC Coordinator with support from the Procurement Associate will review documentation and confirm it is in accordance with systems described by applicant staff. The LSIC Coordinator will compare findings of the pre-award surveys with responses provided by the applicant. The standard grant format is as follows:

- a. Award Letter
- b. Description of Award
- c. Program Description
- d. Program Budget
- e. Reporting Requirement
- f. Method of Payment
- g. Branding Strategy and Marking Plan
- h. Certifications, Assurances, and other Statements of the Recipient
- i. Mandatory Standard Provisions for Non-U.S. Non-Governmental Grantees or Mandatory Standard Provisions for U.S. Non-Governmental Grantees
- j. Required as Applicable Standard Provisions for Non-U.S. Non-Governmental Grantees or Required as Applicable Standard Provisions for U.S. Non-Governmental Grantees
- k. Sample Grants Payment Application Form
- l. Reporting on Payment of Foreign Taxes
- m. Sample Cash Advance Form (if applicable)

### **METHOD OF PAYMENT**

With standard grants, the option of payment through Advances or on a Cost Reimbursement basis. DAI Global LLC may advance grant funds to cover the minimum amount needed that should be timed in accordance with the actual immediate cash requirements of the recipient in carrying out the purpose of the approved project, normally one month. The advance payment will be made under the

condition that a determination is made that the recipient's financial system meets the standards for fund control and accountability as established in 2 CFR 200.

Per ADS 303, in order to obtain the advance, the recipient must request the funds for the initial thirty-day period of projected cash needs immediately upon signing the award. Additional advance payment requests must be submitted at least three weeks prior to the period for which funds are needed, in order to maintain consistent cash flow. An advance may not exceed 30 days of the organization's projected expenses. Subject to DAI Global LLC's approval, requests may be submitted every 30 days covering a 30- day period. Requests must state the estimated disbursements to be made during the period covered by the request, the estimated balance of cash on hand from prior advance requests, and the advance amount being requested.

## 2.2. SIMPLIFIED GRANTS

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

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

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

- The instrument used is a grant.
- The total value of the grant does not exceed \$150,000.
- The grantee will not purchase any goods or services, except as authorized pursuant to 22 CFR 228 or ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services financed by USAID or any applicable waivers, and the recipient will not purchase any single item that has a useful life over one year and a cost of \$5,000 or more;
- The grantee is required to sign the applicable certifications listed in ADS 303.3.8;
- The grantee is required to allow DAI Global LLC access to its records for up to three years after the end date of the grant and the recipient will refund DAI Global LLC for any funds it receives for any costs that did not meet the terms and conditions of the grant.

The grantee will receive payments on a reimbursement basis (i.e. no advances are allowed);

- DAI Global LLC will reimburse only those direct costs that are identified in the grant text. The Simplified Grant Format is not authorized for use when the recipient has a negotiated indirect rate agreement with a U.S. Government Agency.
- The grant must be included in any grantee audit required by 2 CFR 200 or ADS 591.3.2.

The simplified grant format is as follows:

1. Award Letter
2. Program Description
3. Program Budget
4. Reporting Requirements

5. Method of Payment
6. Branding Strategy and Marking Plan
7. Sample Grant Payment Application Form
8. Reporting on Payment of Foreign Taxes
9. Certifications, Assurances, and other Statements of the Recipient
10. A provision that requires the grantee to allow DAI Global LLC /USAID access to its records for up to three years after the end of the grant, and the grantee will refund the DAI Global LLC /USAID for any fund it receive for costs that did not meet terms and conditions of the grant.

## **METHOD OF PAYMENT**

All disbursements under Simplified Grants will be made on an advance and a cost reimbursement basis (i.e., actual incurred expenses). The grantee will submit a listing of costs incurred (in the form of an invoice) along with receipts for actual costs. DAI Global LLC will review the costs for allowability and transfer an amount of money equal to the expenses that it finds reasonable and allowable. Only expenses already identified in the grant itself will be considered allowable. The frequency of billing will be based upon the terms set forth in the grant. DAI Global LLC will invoice USAID only after costs are approved and the respective disbursement to the grantee has occurred.

### **2.3. FIXED AMOUNT AWARD**

The Fixed Amount Award (FAA) allows for the award of a grant for very specific program elements without the need for DAI Global LLC to monitor actual costs subsequently incurred, as all costs are covered on a benchmarked reimbursement basis. ADS 303.3.25 states that a FAA is appropriate when supporting a specific project and when DAI is confident that a reasonable estimate of the actual cost of the effort can be established and clear milestones can be defined. Furthermore, DAI Global LLC will ensure that all FAA's awarded will comply with the FAA Entity Eligibility requirements per ADS 303.3.25(a)(3). DAI Global LLC will also ensure that sufficient cost information is provided as to allow for negotiation of a reasonable estimate of the actual cost of the overall effort, so that DAI does not pay more than the reasonable value for the completion of the grant.

In order to use a Fixed Amount Award, the following conditions apply:

- The award complies with the conditions for fixed amount awards found at 2CFR 200.201.
- The assistance instrument is a grant, not a cooperative agreement.
- DAI Global LLC (led by LSIC Coordinator) must comply with the requirements of ADS 303mak, Fixed Amount Award Entity Eligibility Checklist, including ensuring that the recipient has signed pre-award certifications, as specified in ADS 303.3.8.
- The prospective recipient, and DAI Global LLC (led by the LSIC Coordinator) must be able to identify and quantify programmatic accomplishments or results in establishing grant milestones. For further guidance, see ADS 303saj, Fixed Amount Awards to Non-Governmental Organizations
- DAI Global LLC (led by LSIC Coordinator) must assess the risk factors that could prevent the proposed recipient from completing the activity or require a substantial change in the milestones. DAI Global LLC should not use the FAA mechanism if there is an unacceptably high risk of failure or substantial changes in the milestones are expected as the recipient

implements its program. DAI Global LLC must document the risk assessment and may use the guidance in Fixed Amount Awards to Non-Governmental Organizations.

- Adequate cost information must be available to allow DAI Global LLC to determine and negotiate the fixed amount of the grant and payment structure. The fixed amount should include all reasonable costs as determined by DAI Global LLC. For further guidance concerning the cost information required and payment structuring, see Fixed Amount Awards to Non- Governmental Organizations and the FAA Entity Eligibility Checklist.
- DAI Global LLC must document the rationale for selecting the Fixed Amount Award mechanism.
- The duration of the FAA must not exceed three years.
- The FAA must not include the purchase of real property.

DAI Global LLC must ensure that the FAA includes all of the mandatory provisions from ADS 303mat, Standard Provisions for Fixed Amount Award to Non-Governmental Organizations. In addition, DAI Global LLC must ensure the FAA includes only the applicable “Required as Applicable provisions from ADS 303mat.

The Fixed Amount Award Format is as follows:

- a. Award Letter
- b. Program Description
- c. Schedule of Milestones and Payments
- d. Reporting Requirements
- e. Method of Payment
- f. Branding Strategy and Marking Plan
- g. Standard Provisions for FAAs to NGOs
- h. Certifications, Assurances, and Statements of the Recipient
- i. Sample Grant Payment Application Form

## METHOD OF PAYMENT

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

Example : Uganda Trade Association  
 Activity Goal : Trade networking in East Africa  
 Budget : \$7,500 USD

Benchmark	Description	Disbursement
1	Work-plan drafted and approved	\$2,500
2	Packet of training materials created for trade conference	\$1,500
3	Training 50 key stakeholders on trade networking	\$1,500
4	Evaluation of the application of the training by the trainees. Final report on the Key achievements and challenges	\$2,000 (\$500 per event)
	Total	\$7,500



Because payments under FAAs are based on the achievement of milestones, the structure of the payments is very important. IUWASH PLUS project pays the grantee a set amount when it accomplished a milestone. On submission of the final voucher for payment of the final milestone, the grantee must certify that the grant is completed and the grantee will make no further claim against the grant.

## 2.4. IN-KIND GRANTS

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

\* An example of an in-kind grant is procurement of equipment, workshop venues, airfares, transport for grantees with no capacity to procure them directly. Where DAI Global LLC is purchasing them on behalf of the grantee; all items purchased will be delivered to site(s) by DAI Global LLC.

An important aspect of implementing In-Kind Grants is ensuring that all program property is properly used once the grant is complete. Once procured, the grantee is required to use and conserve the property for the purposes specified in the program description contained in the grant and in accordance with the Standard Provision: "Title to and Use of Property (December 2014). IUWASH PLUS must obtain USAID permission for disposition of all non-expendable property (NXP) to the grantee at the time it is handed over to the grantee. By providing approval for the grant agreement, USAID also provides approval to dispose of the equipment to the selected grantee.

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

The Grantee will provide DAI Global LLC with a complete list of all non-expendable property, its location and condition included in the final project report prior to grants project close-out.

The In-Kind Grant format is as follows:

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

## METHOD OF PAYMENT

No disbursements are made directly to the grantee under an In-Kind Grant. Rather, DAI Global LLC procures all necessary commodities and services on behalf of the grantee. This does not mean, however, that the grantee is not an active partner in deciding how the funds are to be utilized.



While DAI will ensure the integrity of any procurement and make the final payment itself, the grantee can provide input as to what is needed and gather quotes from possible service-providers or vendors.

## 2.5. GRANTS TO LOCAL GOVERNMENT

Normally, USAID implements large grants to cooperating country governments within the framework of a Strategic Objective Grant Agreement (SOGA). On rare occasions, and only with the prior written authorization of the USAID Contracting Officer, grants may be awarded to various government units. Such grants may be for training or provision of equipment, technical assistance and the grant would be structured as an In-Kind to Local Governments or direct implementation project so that no cash is handed over to the local government.

The implementation of these in-kind grants shall follow the same procedure as in-kind grants to the other types of recipients described in this manual. Below are additional requirements for the exceptional cases where other grant types (involving the transfer of funds) may be provided to Partner Government Entities These requirements do not apply to in-kind grants.

1. CO approval will be in accordance with ADS 302.3.4.13(b)
2. Award Amount Thresholds
  - Partner Government Entities: The total value of all GUCs that provide funds (as opposed to in-kind assistance) to a particular partner government entity (for example, ministry, municipality, district, etc.) must not exceed \$300,000 for the duration of the prime contract.
3. Partner Government Entities. For GUCs that provide funds to partner government entities, IUWASH PLUS is required to:
  - Incorporate into the grant all required terms and conditions from the prime contract award specifically relating to GUCs, and those regarding audit, monitoring and oversight by the prime recipient. This is not subject to deviation.
  - The grant must include language that captures the audit, monitoring, reporting, and oversight requirements in the recipient's award. This is not subject to deviation. The grant must also include the appropriate flow-down requirements from the prime award.
4. USAID must retain within the contract the ability to terminate the grant activities unilaterally in extraordinary circumstances.

## 3. GRANT ELIGIBILITY REQUIREMENTS

### 3.1. MINIMUM ELIGIBILITY CRITERIA

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

1. Support outcomes and results consistent with and linked to IUWASH PLUS's Task-level results, high level results and outcomes;
2. Be submitted by registered organizations with the Government of Indonesia (both for-profit and non-profit), or local government entities. (Unregistered organizations are not eligible for IUWASH PLUS grant funding unless special circumstances warrant specific approval by USAID to that effect). Individuals are not eligible for grant funding.
3. Contain evidence of a significant cost share commitment in all cases.

IUWASH PLUS staff will screen all concept papers and applications to ensure compliance with all eligibility requirements.

### 3.2. INELIGIBLE ORGANIZATION

Without the prior written consent of the USAID Contracting Officer, DAI Global LLC may not award a grant to:

- Any U.S. entity which is a "private voluntary organization" (PVO) but has not registered as such with USAID;
- Any entity whose name appears on the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs";
- Any "public international organization" (PIO);
- Any third country foreign government;
- Any entity affiliated with DAI Global LLC or any of its directors, officers, or employees;
- Any political party organization.

### 3.3. HIGH RISK GRANTEES

If the GEC team evaluates the financial management capabilities of a grantee and determines that they are limited or deficient, they will classify them as high-risk organizations per ADS 303.3.9.2. The LSIC Coordinator will report the findings to the IUWASH PLUS COP with recommendation to not make an award or make a special award with the following conditions: 1) additional financial reporting detail or frequency; and 2) providing technical assistance and/or training to the grantee. This option may be used only for such a period of time until the potential recipient can correct any institutional deficiencies, but not for the life of the award.

### 3.4. INELIGIBLE ACTIVITIES AND UNALLOWABLE COST

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

- Private ceremonies, parties, celebrations, or "representation" expenses.
- Purchases of restricted goods, such as agricultural commodities, motor vehicles, pharmaceuticals, pesticides, timber extraction or processing equipment, used equipment, and fertilizers. If

- procurement of these restricted goods is necessary, DAI Global LLC will request approval from the Contracting Officer and will procure items directly and donate in-kind to the grantee.
- Prohibited goods under USAID regulation ADS 312.3.4, including but not limited to: police or law enforcement equipment, abortion equipment and services, weather modification equipment, luxury goods, and gambling equipment.
- Purchases of goods or services restricted or prohibited under the prevailing USAID source/nationality and other regulations found under ADS 310.3; or from countries or suppliers as may be identified by USAID's consolidated list of debarred, suspended, or ineligible subcontractors at <http://www.sam.gov/>.
- Any purchases or activities deemed unnecessary to accomplish grant purposes as determined by DAI Global LLC, including any grantee headquarters expenses that are not directly linked to the implementation of the proposed project.
- Previous obligations and/or bad debts.
- Fines and/or penalties.
- Creation of endowments.
- Other costs unallowable under USAID and/or federal regulations, such as alcoholic beverages. Refer to 2 CFR 200 and FAR 31.2 "Cost principles for Commercial Organizations"

### 3.5. REQUIRED CERTIFICATIONS

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

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

## 4. GRANT AWARD PROCESS

DAI Global LLC requires all grants to be awarded competitively unless one of the exceptions outlined below is met. The competition requirement is met when an announcement has been published according to the procedures outlined in this Manual. Direct solicitation of potential grantees will be permitted as explained in Section 4.2.3. Recommendations for awards are made following an impartial review and evaluation of all applications in accordance with the evaluation criteria prescribed in the Request for Application (RFA).

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

### 4.1. RESTRICTIONS TO ELIGIBILITY

Eligibility may be restricted when one of the exceptions to restrict eligibility below applies:

a. Exclusive or predominant capability

IUWASH PLUS may restrict eligibility, including sole-source, awards when it considers a recipient to have exclusive or predominant capability based on one of the following criteria:

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

This exception may not be used to continue an on-going relationship when the applicant developed the exclusive or predominant capability during performance of a IUWASH PLUS award, or when the previous award was made without competition using the small grants award exception.

b. Small grants

IUWASH PLUS may issue other than full competition, including sole-source, awards with an estimated value each of \$150,000 or less and a term of no more than one year.

c. Limited competition for efficiency

IUWASH PLUS may limit competition to a selected group of applicants when it is necessary for sake of efficiency.

d. New entrants

For grants valued less than \$5 million, IUWASH PLUS may restrict eligibility to organizations that have received USAID direct assistance of less than \$1,500,000 during the past three years in order to expand the number and sustainability of development partners.

e. Unsolicited applications

Unsolicited applications are those submitted to IUWASH PLUS for an award by an applicant solely on his or her initiative, without prior formal or informal solicitation by IUWASH PLUS. IUWASH PLUS may make an award based on an unsolicited application, when the application:

- Clearly demonstrates a unique, innovative, or proprietary program.
- Represents an appropriate use of USAID funds to support or stimulate a public purpose.
- Fits within an existing Intermediate Result.

To use this exception to competition, the LSIC Coordinator must first certify that IUWASH PLUS did not solicit the application and that it was submitted by the applicant solely on his or her own initiative. The justification for the use of this exception must address how the following additional issues warrant acceptance of the application without competition:

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

f. Follow-on awards and extensions

A follow-on award is a new award to an entity to perform activities that are the same as or substantially similar to those included in a recently expired previous agreement with the same entity. An extension is an amendment to increase the total estimated amount of an existing award, usually to provide additional activities within the program description, to extend the period of the award, or both.

IUWASH PLUS may restrict eligibility for follow-on grants or extensions to existing awards. When the follow-on awards or extensions are limited to no more than a cumulative increase in value of the amount of the original award of less than \$5 million. The follow-on exception must not be used to continue a relationship with a recipient that received an award based on the small grant award exception. A justification for the use of this exception is not required if the amendment is for strictly administrative purposes, including:

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

**Exceptions to competition must not be justified on the basis of:**

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

g. Local competition

IUWASH PLUS may restrict eligibility to local or regional (indigenous) entities. For purposes of consistency and reporting, the definition of “local entity” means, a corporation, a nonprofit organization, or another body of persons that:

- Is legally organized under the laws of;
- Has as its principal place of business or operations in;
- Is majority owned by individuals who are citizens or lawful permanent residents of; and
- Is managed by a governing body the majority of who are citizens or lawful permanent residents of the country receiving assistance.

For purposes of this section, ‘majority owned’ and ‘managed by’ include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's Coordinators or a majority of the organization's governing body by any means.

If eligibility is restricted to local or regional entities, U.S. organizations may not compete for the award unless the program is re-advertised to provide all U.S. organizations with a fair opportunity to compete.

The Technical Advisor must prepare a justification for use of any of the above exceptions to restrict eligibility under ADS 303.3.6.5 as part of the negotiation memo. The negotiation memo will be submitted for review to the LSIC Coordinator.

## 4.2. OVERVIEW OF THE AWARD PROCESS

IUWASH PLUS grant opportunities will be advertised using an APS or RFA to ensure appropriate competition, however grants may be awarded on a noncompetitive basis. The negotiation memorandum will document the selection process used and include a justification for restricting eligibility as appropriate. The policies and procedures contained in this Manual may be subject to change, based on IUWASH PLUS written amendments to this manual. All grants are fully consistent with IUWASH PLUS strategies and priorities and IUWASH PLUS will strive to ensure adequate coordination with implementing partners and other donor-funded interventions to avoid duplication of effort.

The LSIC Coordinator will work in close collaboration with technical staff to determine the most appropriate way to solicit applications and the chosen process will be documented in the Negotiation Memo. The factors involved with selecting the solicitation process will depend on the following factors but not limited to: nature and overall objective of the activity; required turnaround time; whether or not it is reasonable to expect several applications; the sector or area of operation and budgetary constraints. Time is a material factor when making decisions about award but should not be the only determining factor.

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

#### 4.2.1 TYPES OF APPLICATIONS

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

1. *Applications solicited through public notification.* DAI Global LLC anticipates issuing **full and open competition** for awards that are more general in scope and larger in magnitude.
2. *Applications **solicited directly** from a pre-selected IUWASH PLUS partners.* DAI Global LLC may restrict eligibility for activities with specific scopes of work within a defined geographic area. In the event limited competition is exercised DAI Global LLC will document the basis for soliciting directly to the selected organizations and explain why full and open competition is not the most effective procedure for soliciting applications.
3. *Unsolicited applications.* It is expected that, from time to time, organizations familiar with the IUWASH PLUS Project may submit **unsolicited applications**. Such submissions will be evaluated on a case by case basis.

#### 4.2.2 UNRESTRICTED ELIGIBILITY

DAI Global LLC does not anticipate placing any limitations on eligibility for awards that are more general in scope. Illustrative characteristics of activities that would likely be supported in this manner include the following:

- The scope of work is highly generalized, meaning that a broad range of activities will be considered as long as the objectives of the activity support one or more of the objectives of the IUWASH PLUS Project.
- The anticipated activity is national or regional in scope.
- DAI Global LLC anticipates that there is significant number of organizations that could potentially undertake the activity successfully.

#### Unrestricted Eligibility Process

DAI Global LLC will publish RFAs for organizations to provide assistance for grant activities to support IUWASH PLUS objectives. Specific evaluation criteria and a methodology will be established as part of the request for applications. The following procedures will be followed:

- a. **Development of a Program Description** – In consultation with USAID and Project counterparts, the IUWASH PLUS team will seek to develop a program description that broadly supports the objectives of the IUWASH PLUS Project. USAID's approval will be in accordance with Section 4.1.1.1.
- b. **RFA Preparation** – The RFA document will be prepared by DAI Global LLC in coordination with the DAI Global LLC Home Office in Bethesda, Maryland, USA.
- c. **Public Notice** – A notice will normally be made in at least one Regional newspaper with widespread distribution, non-DAI websites, or on IUWASH PLUS project internet website in order that U.S. Non-Government Organizations and International Organizations might be made aware of this RFA.
- d. **RFA Distribution** – The RFA will be distributed to all organizations requesting the RFA. IUWASH PLUS will determine a solicitation period that is between 15 and 30 days depending on the anticipated size of the award and the complexity of the SOW/deliverables.



- e. **Applicants Conference** – When multiple awards are anticipated, DAI Global LLC may opt to hold a conference with applicants regarding the solicitation. Information on the applicant conference (that is date, time, and location) will be provided in the RFA.
- f. **Clarifications** – The LSIC Coordinator will provide in writing answers to written questions/clarifications from applicants regarding the solicitation. It is expected that the time frame for this stage will be less than one week.
- g. **Application Development** – Applicants will develop their proposal according to the required format.
- h. **Grants Evaluation Committee** – Once the submission period has closed, a Grants Evaluation Committee will be convened to evaluate the proposals. The Committee will evaluate applications based on the criteria prescribed in the RFA and will prepare a written record of the results. The record will contain a recommendation with a justification for the final decision to fund, to not fund, or to take any other disposition. An evaluation scoring sheet will be prepared by each of the GEC member with strengths and weaknesses identified for each evaluation criteria. In the GEC memo, the Chair Person will summarize the scorings as well as the strengths and weaknesses and recommendation.
- i. **Negotiation**– Once initial selection of the grantees is made, the Grants Committee may engage in additional negotiations with the prospective grantee to resolve any outstanding concerns regarding the application. Site visits and interviews of management personnel are optional for the Grants Committee.
- j. **Pre-Award Responsibility Determination** – The recommendation or selection of an application in accordance with established procedures does not guarantee an award. All applicants must demonstrate that they possess, or have the ability to obtain, the necessary management competence to practice mutually agreed upon methods of accountability for funds and other assets provided. While 2 CFR 200 does not cover awards to non-U.S. recipients, DAI Global LLC shall rely on the standards established in that regulation as well as the guidance provided in ADS 303 in determining whether potential non-U.S. recipients are responsible. To assist in making this determination, DAI Global LLC shall conduct an informal survey using a financial capability questionnaire that would generally include a review of the applicant’s recent audited financial statements, projected budget, cash flow, and organization chart, and applicable policies and procedures (e.g., accounting, purchasing, property management, personnel), if appropriate. The level of scrutiny and review required shall be proportional to the complexity of the grant program contemplated and the total amount of the grant.

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

As mentioned, the selection process, cost analysis, pre-award determinations, and negotiation process must be documented in a Memorandum of Negotiation (please see Annex 19 for a sample Memorandum of Negotiation). The written determination of the applicant’s responsibility should confirm that the applicant:

- Has adequate financial resources, or the ability to obtain such resources, as required during the performance of the award;
- Has the ability to meet the award conditions, taking into consideration all existing prospective recipient commitments, nongovernmental and governmental;



- Has a satisfactory record of performance. Generally, relevant unsatisfactory performance in the past is enough to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance, or the applicant has taken adequate corrective measures to assure that they will be able to perform satisfactorily;
  - Has a satisfactory record of business integrity; and
  - Is otherwise qualified to receive an award under applicable laws and regulations.
- k. **Award** – Subject to appropriate USAID approvals DAI Global LLC may process the grant agreement. Those applications not receiving an award will be notified in writing and provided with an explanation as to why the applications were not considered for funding.

#### 4.2.3 DIRECT SOLICITATIONS/RESTRICTED ELIGIBILITY

DAI Global LLC also anticipates engaging in direct solicitation where appropriate. Illustrative characteristics of activities awarded via direct solicitation/restricted eligibility include the following:

- The program description is for a specific technical area;
- The activity will take place within a strictly defined geographic area;
- DAI Global LLC anticipates a single award if one applicant is considered to have exclusive or predominant capability to implement the proposed program.

Justification for restricting eligibility must be documented in the negotiation memorandum.

#### **DIRECT SOLICITATION/Restricted Eligibility Process**

The direct solicitation will follow the process outlined below.

- a. **Activity Identification** – Identify a specific activity that supports project technical assistance, training, and/or any other activity that can be assisted by grant funding under the terms provided in this manual.
- b. **Development of Program Description** – In consultation with the COR and Project counterparts, DAI Global LLC will develop a Program Description. In general, Program Description for direct solicitations will be developed in direct response to a perceived need and will consist of a specific activity within a defined geographic area.
- c. **Pre-Identification of Applicants** – The IUWASH PLUS team will pre-identify capable candidates for receipt of the direct solicitation and will document why direct solicitation was selected and how the pre-identified applicants were selected in the negotiation memorandum.
- d. **Direct Solicitation** – DAI Global LLC will provide the solicitation in the form of an RFA to the organization(s) and provide general guidance in the preparation of an application.
- e. **Grants Evaluation Committee** – Once the submission period has closed, Grant Evaluation Committee will be convened to evaluate the application(s) based on the evaluation criteria. The Committee will prepare a written record of the results. The record will contain a recommendation with a justification for the final decision to fund, to not fund, or to take any other disposition.
- f. **Negotiation** – Once initial selection of the grantees is made, the LSIC Coordinator may engage in negotiations with the prospective grantee to resolve any outstanding concerns regarding the application. Site visits and interviews of management personnel are optional for the Grants Committee.

- g. **Pre-Award Responsibility Determination** – As outlined in Section 6.5, DAI Global LLC will undertake a Pre-Award Responsibility Determination to ascertain the level of management and financial capacity of the applicant. The level of scrutiny will be determined by the format of the grant under consideration.
- h. **Award** - Subject to appropriate USAID approvals as outlined in Section 4.2.11, the COP will proceed with the signing and commencement of the award.

#### 4.2.4 UNSOLICITED APPLICATIONS

Unsolicited applications for grants to do activities that support the broad objectives of IUWASH PLUS will be reviewed on an ongoing basis.

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

The burden of proof that the application is indeed "unsolicited" (i.e. without prior formal or informal solicitation) rests with DAI Global LLC and must be documented in a negotiation memorandum.

#### **UNSOLICITED APPLICATIONS PROCESS**

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

- a. **Application Screening** – The LSIC Coordinator will screen applications/proposals based on the minimum eligibility requirements as stated in Section 4.1 and forward eligible grant applications to the Grants Evaluation Committee.
- b. **Grants Evaluation Committee** – The Grant Evaluation Committee will evaluate applications based on the proposed program description and cost that may support the IUWASH PLUS project to achieve the expected results, the evaluation criteria in Section 6.2, and will prepare a written record of the results. The record will contain a recommendation with a justification for the final decision to fund, to not fund, or to take any other disposition.
- c. **Pre-Award Responsibility Determination** –Following receipt of the GEC recommendation, a pre-award survey and responsibility determination will be conducted by the Finance Coordinator or his/her designee and LSIC Coordinator prior to award.
- d. **Negotiation** – Once initial selection of the grantee is made, the LSIC Coordinator may engage in negotiations with the prospective grantee to resolve any outstanding concerns regarding the application. Site visits and interviews of management personnel are optional for the Grants Evaluation Committee.
- e. **Award** – Subject to appropriate USAID approvals as outlined in Section 4.1.11 DAI Global LLC may negotiate and process the grant agreement.

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

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

The Request for Application (RFA) represents the formal beginning of the award process for all solicited applications (both restricted and unrestricted eligibility processes).

RFAs shall contain (ADS 303.3.5.2):

a. **Funding Opportunity Description:**

- A general description of the proposed program with an indication of the range of activities that might be involved, and the established goals of the activity which the applicant is expected to meet. The level of detail in the program description will depend on the requirements of the strategic objective and expected results.
- A statement identifying the authorizing legislation (generally the **Foreign Affairs Act**).
- How the award will be administered.
  - For non-U.S. organizations, the RFA must state the applicable Standard Provisions for Non-U.S. Nongovernmental Recipients will be applicable as will the guidance at ADS 303.
  - For U.S. Non- Governmental Organizations, 2 CFR 200, the Standard Provisions for U.S. Nongovernmental Recipients, and the guidance at ADS 303 will be applicable.
- Minimum eligibility requirements.

b. Award **Information** :

- An estimate of funds available for the RFA and number of awards anticipated, the financial range of the awards including a statement to the effect that IUWASH PLUS reserves the right to fund any or none of the applications submitted.
- Expected duration of IUWASH PLUS support or the period of performance.
- Outline that the award will be a grant.

c. Eligibility **Information**

- Qualification requirements, i.e., clear identification of types of entities that may apply.
- Include a statement to the effect that USAID encourages applications from potential new partners.
- The required cost-sharing element and, if used as part of the review process (i.e., more than just an eligibility factor) an explanation of how evaluated (should be a sub-element of cost effectiveness). The cost sharing is at least 10% of total cost.
- Minimum qualification requirements.
- Only one application per applicant will be accepted.

d. Application and Submission Information

- Point of contact – an email address [partnershipfundIUWASH PLUS@dai.com](mailto:partnershipfundIUWASH PLUS@dai.com), where a potential applicant can get any materials they may need to apply or state that the RFA contains everything a potential applicant needs to apply.
- Required certifications.
- Required format for the application.
- Deadline for submission of application, how it is determined that the application is received in time, and the consequences of late submission.
- Any funding restrictions, such as limitations on allowable activities or direct costs for the particular program.

- A statement regarding whether the award will or will not allow the reimbursement of pre-award costs.
  - The required format for the application. In accordance with **5 CFR 1320**, which implements the **Paperwork Reduction Act**, DAI Global LLC, may require no more than the original and two copies of an application.
  - Other submission requirements. This might include the format of submission (paper or electronic) and where the applicant must submit the application. If DAI Global LLC authorizes electronic submission, advise what the applicant should do in the event of technical difficulties and provide a point of contact.
  - A Data universal numbering system (DUNS) number. A DUNS number is required for non-U.S. applications applying for grants in the amount of \$25,000 or more. DUNS number is required for U.S. applicants regardless of the grant amount. A grantee cannot deem an application to be “responsible” to conduct business with USAID without having a DUNS number, and therefore, DAI Global LLC will not enter into an agreement with any organization who fails to provide a DUNS number. The award of a grant resulting from this RFA is contingent upon the winner providing a DUNS number to DAI Global LLC. Organizations who fail to provide a DUNS number will not receive an agreement and DAI Global LLC will select an alternate awardee.
  - Evidence that the applicant is registered in SAM and continues to maintain an active SAM registration with current information at all times during which it has an active grant or an application or plan under consideration by DAI Global LLC.
  - Provide Articles of Incorporation or other documentation which substantiates the legal character/registration of the entity in country/region of operation.
  - Must meet minimum statutory restrictions; System for Award Management (SAM); Terrorism/Special Designated Nationals (SDN)/Blocked Persons/Office of Foreign Assets Control (OFAC)/etc.
- e. **Application** Review Information
- The selection criteria used to evaluate applications, including an indication of their relative importance.
  - Clear statement of how DAI Global LLC evaluates cost sharing as part of the review process (see **303.3.10**).
  - A description of the review and selection process.
  - The proposed activity must meet the environmental compliance standards as outlined in Annex 9, Environmental Compliance.
- f. Award and **Administration** Information
- What a successful applicant can expect to receive following selection.
  - A statement identifying the standard provision and the deviation when the award includes any deviations from the **Standard Provisions**.
  - Requirements regarding reporting to include Work plan, Monitoring and Evaluation of the grant targeted results.
- g. Partner **Contacts**, must include points of contact (POC) for questions while the funding opportunity is open.
- h. Other **information**

- A statement that DAI Global LLC reserves the right to fund any or none of the applications submitted.
- What other donors the grantees are receiving funding from and what activities those funds are supporting.
- Any other relevant information.

#### **4.2.6 ISSUANCE OF THE REQUEST FOR APPLICATIONS**

The Request for Application (RFA) may be published in local newspaper or on the IUWASH PLUS Project website or well announced on public boards exhibited at IUWASH PLUS project office(s). In the case of pre-identified organizations or pre-identified IUWASH PLUS partners, RFA announcement could be sent through emails. The announcement will indicate how to obtain the RFA document and the closing date of the collection of the RFA document. The announcement and/or the RFA will also indicate the date of the pre-application meeting.

#### **4.2.7 CANCELLATION OF REQUESTS FOR APPLICATIONS**

The cancellation of a Request for Applications (RFA) costs the U.S. Government and applicant's time, effort, and money. DAI Global LLC should cancel RFAs only when cancellation is in the public interest. For example:

1. When the specific programmatic or focus areas are no longer within IUWASH PLUS's objectives.
2. When amendments to the RFA would be of such magnitude that a new RFA is desirable.

If DAI Global LLC cancels an RFA, DAI Global LLC will return any applications it has received unopened and will issue a notice of cancellation, either posted electronically as a general notice or sent to all prospective applicants, or both. DAI Global LLC must purge any electronic applications for a cancelled RFA from primary and backup data storage systems.

The notice of cancellation must:

1. Identify the RFA number and provide the title or the subject matter,
2. Briefly explain the reason why DAI Global LLC cancelled the RFA, and

Assure prospective applicants that they will be given an opportunity to apply for any subsequent or future RFA for the program, if appropriate.

The LSIC Coordinator or his/ her designee must document the:

1. Circumstances and rationale for the cancellation;
2. Applications received, returned, and purged; and
3. Cancellation notice and RFA issuance dates.

#### **4.2.8 ISSUANCE OF THE ANNUAL PROGRAM STATEMENT**

An annual program statement (APS) will be used to generate competition for new grants where IUWASH PLUS intends to support a variety of creative approaches by applicants to develop their own ideas and methodologies in assessing and/or implementing activities that support IUWASH PLUS project objectives. Normally, an APS can be issued with an open-ended response, specific review periods, or a specific closing date, reserving the right to close it if all funds have been obligated. Grant applicants will submit a concept summary form in response to an APS.

An APS may include the following information:

- Program eligibility requirements. DAI Global LLC must state that the program is authorized in accordance with the Foreign Assistance Act.
- Activity objectives including any areas of special interest, illustrative expected results, and indicators or performance.
- Brief statement of how applications will be evaluated, including weighted selection criteria, including how DAI Global LLC will ensure environmental soundness and compliance in design and implementation when required by the 22 CFR 216 determination, and evaluation criteria along with an indication of their relative importance.
- Estimate of funds available and, if appropriate, the number of grants to be awarded (not always applicable).
- Required cost sharing element as applicable in 2 CFR 200.306.
- That the award will be administered according to the relevant Standard Provisions for U.S. organizations, state that 2 CFR 200, and the Standard Provisions apply. For non-U.S. non-governmental organizations, state that Standard Provisions for Non-U.S. Non-Governmental Organizations apply. It is preferred that complete copies of these documents are not attached to the APS.
- Point of contact at IUWASH PLUS Office (name, title, address and phone number).
- Statement that IUWASH PLUS and USAID reserve the right to fund any or none of the applications submitted.
- Any other relevant information.

#### **4.2.9 PRE-APPLICATION MEETING**

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

#### **4.2.10 FORMAT OF GRANT APPLICATIONS**

Applicants to the IUWASH PLUS grants program will first submit an initial brief application in response to the APS and or/RFA (format to be provided in the solicitation documents). The initial application must be signed by the Director of the applicant organization. Initial applications will be reviewed against the minimum eligibility criteria listed above in Section 6.2.

Within fifteen (15) days of initial application submission, applicants will be notified whether they enter full application phase and will be invited to submit a full application.

In the full proposal phase, applicants are asked to submit a full proposal, (the format to be provided in the relevant solicitation documents). The full proposal further details the proposed activity, provides a detailed implementation calendar and performance targets and budget. In reviewing applications, the GEC may request additional information to verify relevant information in the application. Applicants may also be asked to submit financial statements or other supporting materials, or to further develop/refine their application, revise their budget, etc. The pre-award application must be signed by the Director of the applicant organization and its Board of Directors.

All information received from applicants shall be considered proprietary and held in strict confidence by those individuals who review the application in order to protect the integrity and privacy rights of the grant applicant.

#### **4.2.11 USAID APPROVAL**

USAID TOCOR approval is required for grants up to \$150,000. TOCO and TOCOR approval is required for grants above \$150,000. DAI Global LLC's grant approval request will summarize the award selection process, identifying the potential recipient(s), cost reasonableness and the program description of the selected applicant. Cost modifications increasing the value of the grant above \$150,000 will require TOCO and TOCOR approval.



## 5. GRANT EVALUATION COMMITTEE AND SELECTION

### 5.1. GRANTS EVALUATION COMMITTEE

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

The GEC will consist of at least three IUWASH PLUS Project representatives and a USAID Representative as a non-voting member when available. All project representatives of the GEC are voting members; the USAID representative(s) will not be voting members, but will have veto power. All participants will score each application individually strictly in accordance with the evaluation criteria prescribed in the RFA. In the event the Committee reviews an unsolicited application, the evaluation criteria will be at least similar to the evaluation criteria mentioned in Section 6.2.

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

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

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

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

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

In case of potential conflict of interest, the committee member must recuse him/herself from the review process. Members of the evaluation committee shall neither solicit nor accept gratuities, favors, or anything of monetary value from parties to sub-Grants.

### 5.2. EVALUATION CRITERIA

Grant applications that meet minimum eligibility criteria will be reviewed based on more specific selection criteria. As the IUWASH PLUS grants program will support activities primarily under IUWASH PLUSs Tasks 1 - 4 and will publish discrete RFAs under each one, it is possible that the



below evaluation criteria may vary slightly from window to window. All selection criteria will be finalized in close collaboration with USAID, however, will most likely include the following elements. The criteria will be updated in the relevant RFA prior to release.

- a. **Conformity to IUWASH PLUS Project Objectives.** The proposed activity must directly support IUWASH PLUS project objectives and contribute to one or more of the IUWASH PLUS intermediate results.
- b. **Technical Approach.** Appropriateness of the proposed methodology, innovativeness, and ability to produce the intended outcomes. The technical approach must directly contribute to the achievement of IUWASH PLUS expected results and performance under the activity, and must be measurable under one or more of IUWASH PLUS indicators.
- c. **Cross cutting issues.** Does the proposed activity incorporate gender issues into its approach?
- d. **Sustainability.** What is the probability that the activities will be sustainable over the long term without continued external support?
- e. **Institutional Capacity.** The organization must present evidence that it possesses the technical, Coordination, and financial capacity to accomplish the proposed task.
- f. **Environmental Compliance.** Does the proposed activity meet environmental compliance criteria?
- g. **Cost.** The proposed cost should be within the expected range as mentioned in the RFA and should be reasonable, allocable, and allowable.
- h. **Cost Sharing.** What is the % cash and/or in-kind contribution from the grantee to the overall project? Is the applicant also partnering with other stakeholders to leverage funding?
- i. **Type of institution/ Personnel.** Does the organization have a regional mandate? Do its staff have the required expertise in line with IUWASH PLUS program objectives?

The competency, suitability, and capability of eligible applicants will be evaluated based on the established criteria mentioned above. The LSIC Coordinator or his/her designee will prepare a written record of the results of the Committee's evaluation. The written record will account for how the application was evaluated in terms of the selection criteria, and will contain a recommendation with a justification for the final decision to fund, to not fund, or to take any other action.

### 5.3. COST SHARING

Significant cost share is required for all grants. Cost-sharing or matching refers to that portion of project or program costs not borne by IUWASH PLUS. All contributions, including cash and third party in-kind contributions, are accepted as part of the recipient's cost-sharing or matching when they meet the criteria established in the standard provision governing recipient contributions. Grant cost-sharing must be in conformance with applicable USAID guidance specifically, the Applicable Standard Provision entitled "Cost Sharing." It is USAID's policy not to apply its source and nationality requirements or the "restricted goods" provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" on cost-sharing amounts. These provisions, however, will be applicable to procurement funded to grantee directly by DAI Global LLC. In accordance with 2 CFR 200.307, program income may be used to finance the required cost-share portion of the grant award.

Further guidance on Cost Sharing can be found in ADS 303.3.10 (for information related to meeting cost sharing requirements, see ADS 303.3.10.3).

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

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

The IUWASH PLUS grants program has four windows, as described in the Types of Grants section, each of which will be advertised with varying degrees and specifics in terms of required cost share. For this reason, the grants manual does not prescribe one overall cost share requirement for the grants program more broadly.

## 5.4. ENVIRONMENTAL COMPLIANCE

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

In accordance with the paragraph above, DAI Global LLC takes environmental impact issues into account for all grant activities and find ways to protect the environment in areas related to any award. DAI Global LLC will ensure that all appropriate environmental guidelines for IUWASH PLUS are included within the framework of all grant agreements, and that relevant mitigation measures described in the pertinent Threshold Decision for specific types of activities are funded and implemented, including any necessary training or capacity building, and adequate monitoring. Specifically, DAI Global LLC will ensure that grantees adhere to the requirements set forth in the prime contract.

Detail procedures for environmental compliance can be found in the Annex C.

## 5.5. PRE-AWARD RESPONSIBILITY DETERMINATION (ADS 303.3.9)

The recommendation or selection of an application in accordance with established procedures does not in any way guarantee the award. The COP or his designee makes the final determination of the award and must be fully satisfied that the applicant has the capacity to adequately perform the award in accordance with the principles established by USAID. Applicants for Standard, Simplified Grants, or In-Kind Grants must demonstrate that they possess, or have the ability to obtain, the necessary management competence to practice mutually agreed upon methods of accountability for funds and other assets provided by the IUWASH PLUS project.

The following are the Pre-Award Survey Requirements (ADS 303.3.9.1). If any of the following criteria apply the LSIC Coordinator must establish and convene a formal survey team to conduct an examination that will help inform the risk assessment:

1. The LSIC Coordinator or his/ her designee is uncertain about the prospective recipient's capacity to perform financially or technically.
2. The prospective recipient has never had a USAID grant, cooperative agreement, or contract. This requirement does not apply to awards of Fixed Amount Awards.
3. The prospective recipient has not received an award from any Federal agency within the last five years. This requirement does not apply to awards of Fixed Amount Awards.
4. The LSIC Coordinator or his/ her designee has knowledge of deficiencies in the applicant's annual audit (2 CFR 200).
5. The LSIC Coordinator or his/ her designee determines it to be in the best interest of the U.S. Government.

### **Contents of the Pre-Award Survey.**

The survey team examines the applicant's systems to determine whether the prospective recipient has the necessary organization, experience, accounting and operational controls, and technical skills in order to achieve the objectives of the program, or whether special award conditions will be needed.

1. For a U.S. organization, the LSIC Coordinator or his/ her designee must ensure that the applicant can meet the requirements of the award, including 2 CFR 200, 2 CFR 700, and ADS 303 and the applicable cost principles. The LSIC Coordinator or his/ her designee must conduct a detailed analysis that addresses whether:
  - The applicant's accounting, recordkeeping, and overall financial management systems meet the standards in 2 CFR 200.300 – 200.309 and 2 CFR 200.333 – 200.337.
  - The applicant's system of internal controls is reasonable in accordance with applicable cost principles. This includes the segregation of duties, handling of cash, contracting procedures, and personnel and travel policies.
  - The applicant's property management system, if applicable, meets the property standards in 2 CFR 200.310 – 200.316.
  - The applicant meets the requirements in 2 CFR 200 for the administration and monitoring of sub- awards.
  - The applicant's procurement system, if procurement is significant to the award, meets the standards set forth in 2 CFR 200.317 – 200.326.
2. For a non-U.S. organization, the LSIC Coordinator or his/ her designee must ensure that the applicant can meet the requirements of the ADS 303, Standard Provisions for Non-U.S.

Organization Pre-Award Survey Guidelines and Support or conduct a detailed analysis in accordance with locally-established or award-specific criteria that achieve the same objectives as the NUPAS.

3. For awards of Fixed Amount Awards (FAAs), the AO must use the ADS 303, Fixed Amount Award (FAA) Entity Eligibility Checklist to ensure the intended recipient complies.

The Accounting System and Financial Capability Questionnaire are used to assist in the process of evaluating a grantee's financial management capability. Contractor may also verify financial responsibility and institutional capacity by inspections of annual financial statements, audit reports,

letters from other donors, and/or on-site visits. Contractor will ensure, at a minimum that the grantee's financial control systems permit them to identify, segregate, accumulate and properly record all costs incurred under the grant.

The LSIC Coordinator, Procurement Associate, and/or Finance Officer may visit the potential winning grantee at their office and do a pre-award survey and responsibility determination survey and discuss all matters regarding the award.

The COP may make the following decisions depending on the results of the responsibility determination.

- Make the award,
- Deny the recommendation and not approve the award, or
- Award with “special award condition“ (ADS 303.3.9.2 – High Risk Recipients).

## 5.6. COST ANALYSIS AND NEGOTIATION

Each element of the cost application shall be reviewed by the LSIC Coordinator with the assistance of the Finance Officer to determine whether it is reasonable, allowable and allocable in accordance with the applicable cost principles and 2 CFR 200 for U.S. Federal government grants.

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

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

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

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

## 5.7. NEGOTIATION MEMORANDUM

Prior to award, DAI Global LLC and the Grantee will enter into negotiations on the cost for the total award and technical implementation. DAI Global LLC is responsible for determining that the cost application meets the objective(s) of the proposed program by the applicant and the cost are reasonable, allowable and allocable. A memo of negotiation will be prepared for each award and may include the following: cost analysis, summary of selection process, technical evaluation, competition process, explanation of award, etc. Memorandums to file will be prepared for any approved grant modifications.

## 5.8. AWARD ELEMENTS

After pre-award survey and responsibility requirements have been satisfied and final negotiations completed, DAI Global LLC will prepare the Grant approval memo for submission to USAID. All of these have to be completed prior to submission to the USAID TOCOR and/or TOCO for approval as required in Section 4.1.1.1.

Once approval is obtained from the USAID TOCOR and/or TOCO, DAI Global LLC will finalize the grant agreement, obtain the grantee signature and countersign the approved Grant.

In accordance with Project's Schedule of Authorities the IUWASH PLUS Chief of Party or his/her authorized designee shall have the sole authority to sign grant agreements and subsequent modifications, if necessary.

## 6. GRANTS PROGRAM ADMINISTRATION

### 6.1. GRANTS IMPLEMENTATION PLAN

The grants implementation plan has a number of purposes:

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

#### 6.1.1 PROGRAMMATIC ASSURANCES

1. Funds made available through the grant will be used only to implement activities that are complementary to the IUWASH PLUS's Intermediate Results;
2. Awards will only be made to eligible entities of which the criteria are fully described in this IUWASH PLUS Grants Manual;
3. Grants activities will be implemented only to support activities in Indonesia. DAI Global LLC will make every attempt to work with local partners that have proven know-how and experience in the results areas. The grants will be provided to non-governmental organization (NGOs), universities, civil society organizations and/or micro, small and medium scale enterprises and local government entities.
4. The Grants activities will ensure that no person shall, on the basis of race, ethnic, religion or sex be excluded from participation in the program; and
5. The grants program will consider religious organizations on the same basis as other non-government organization (NGOs).

#### 6.1.2 ADMINISTRATIVE ASSURANCES

1. USAID will be significantly involved in establishing selection criteria and must approve the actual selection of grantees, the identity of the proposed grantee, the amount of the proposed grant, and the nature of the grant activities;
2. DAI Global LLC will apply the same requirements that would apply to USAID-executed grants;
3. DAI Global LLC must include in the grant the right of USAID to terminate the grant activities unilaterally in extraordinary circumstances;
4. Selection of grants recipients will be in accordance with the competition requirements as described in the IUWASH PLUS Grants Manual;
5. DAI Global LLC will develop an information data base, TAMIS to manage all aspects of the grants;
6. Grant funds will be made available after the workplan has been approved;

7. If warranted, DAI Global LLC may provide periodic advances to grantees, in accordance with the Required-as-Applicable Standard Provision, unless USAID shall have agreed to another payment mechanism;
8. DAI Global LLC may not award any grant for a period extending beyond six months before the completion date of the Contract and whose term should allow for the orderly close-out prior to the expiration date of the contract;
9. All grants funds will be managed under a separate account;
10. DAI Global LLC will conduct follow-up reviews, and other reviews as appropriate to assure that grant activities are done in accordance with the respective agreements and contributing to the targets described in the IUWASH PLUS program description; and
11. DAI Global LLC will have separate email address for incoming & outgoing email to make the process of awarding is clear and transparency and only some staff can access those email

### **6.1.3 DISTRIBUTION AND ALLOCATION OF GRANTS FUND**

The total amount of funding for grants under the IUWASH PLUS LSIC is estimated at US\$1.5 million for five years. DAI Global LLC will award grants as appropriate and will place greater emphasis on the quality of grants rather than quantity of grants in a given period.

## **6.2. GRANTS ADMINISTRATION**

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

Post award orientation with the Recipient and IUWASH PLUS project technical staff is encouraged to clarify the roles and responsibilities of the IUWASH PLUS project officials who will administer the award. The LSIC Coordinator shall serve as the mandatory control point of record for all official communication dealing with grant administration.

The LSIC Coordinator shall provide for the continuing oversight by appropriate IUWASH PLUS project staff of the financial management aspects of the award through reviews of reports, correspondence, site visits or other appropriate means. All grants are subject to audit. Pursuant to the Standard Provision entitled Accounting, Audit and Records (December 2014), if the Grantee expends more than US\$300,000 in federal grant funds in the Grantee's fiscal year, the Grantee shall conduct an annual audit; the cost of which may be paid from the grant. To comply with these guidelines, IUWASH PLUS will, when necessary; include "audit costs" in the approved grant budget. IUWASH PLUS may also retain the services of an auditing firm to conduct these audits.

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

Grants are subject to the provisions established and included in each award. The LSIC Coordinator or his/her designee shall determine that the award does not contain administrative approvals that are in conflict with the grant provisions, stated regulations and policies. The LSIC Coordinator or his



or her designee is responsible for processing all award agreements modifications, suspension and termination actions. All matters regarding grants administration are recorded in the TAMIS.

### 6.3. FINANCIAL CONTROL SYSTEM

The grantee shall maintain books, records, documents, and other evidence relating to the grant agreement. Accounting records that are supported by documentation will at a minimum be adequate to show all costs incurred under the grant are allowable, receipt and use of goods and services acquired under the grant, costs of the grant supplied from other sources (non-USAID funds), and the overall progress of the IUWASH PLUS grant activities.

All grantees will be subject to regular and periodic monitoring visits and reporting requirements. All grantees must submit a final report on activities and expenses supported by the grant. Preferably, quarterly expense and activity reports in addition to a final expense and activity report must be submitted to DAI Global LLC, or as otherwise specified in the grant.

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

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

DAI Global LLC must closely monitor overruns in cost/expenditure categories or main line items. If major budget shifts are anticipated or observed, it is prudent to issue a modification to ensure proper monitoring and to avoid overruns. Under certain circumstances, and with DAI Global LLC's approval, the grantee may shift budget line items.

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

### 6.4. MONITORING AND EVALUATION

IUWASH PLUS will use a variety of mechanisms to monitor grantees' performance, including evaluating end-of-activity results, conducting site visits of activities underway, and reviewing periodic reports.

Grantees are required to report data to feed into IUWASH PLUS's Performance Monitoring Plan. In addition, the LSIC Coordinator and Monitoring and Evaluation Specialist will create a Grants M&E system to monitor the dollar amounts, gender base of organization/individual, cost share contribution, environmental compliance, progress percentage for each grantee, and activity/intervention and type of each grant agreement.

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



The relevant project Technical Advisor, Component 4 Team Lead, DCOP for Programs, the LSIC Coordinator and the COP are responsible for verifying that reports are received on time, reviewing them for completeness, and monitoring progress against set benchmarks. If there are problems in implementation, a report is incomplete, and/or the verifiable program milestones have not been met, the LSIC Coordinator will bring these issues to the attention of the COP, and the COP will decide the appropriate action to be taken, including but not limited to termination of the grant, a financial audit, and/or legal action.

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

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

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

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

## 6.5. BRANDING AND MARKING

The branding strategy implementation and marking shall comply with "USAID Graphics Standards Manual" available at <http://www.usaid.gov/branding> and any successor branding policy as detailed in the ADS 320 as well as the IUWASH PLUS approved Branding and Marking Plan. All grant documents published by the grantee shall identify the activity as **IUWASH PLUS**. Publicity materials and communications shall clearly reflect that this activity is provided by the American People through USAID with the close collaboration and support of the EAC. No other organizations or bodies shall be acknowledged publicly in connection with the IUWASH PLUS unless the branding and marking have been approved in advanced by USAID. USAID marking will be included on any products, equipment, places where activities are carried out, external public communications, studies, reports, publications and informative and promotional products, and workshops, conferences, fairs and any such events. All partners shall refer to IUWASH PLUS Branding Strategy and Marking Plan that has approved by USAID, that can be accessed through this link [https://drive.google.com/open?id=IXIRvi6GTDukoa5B\\_liHojOELzultMzt](https://drive.google.com/open?id=IXIRvi6GTDukoa5B_liHojOELzultMzt).

## 6.6. USE AND DISPOSITION OF PROJECT INCOME

Program Income is defined as income earned by the grantee that is directly generated by a supported grant activity or earned as a result of the grant award. It may result from activities

integrally related to the grant, or from activities which are incidental to the main purpose of the grant. Program income is any income earned by a grantee during the grant period.

Examples of program income include:

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

The Grantee will inform DAI Global LLC of any program income generated under the grant and agrees to Contractor's disposition of such program income which is in accordance with 2 CFR 200.307 and Standard Provisions for Non-U.S. Non-Government Organizations. Program income earned under this agreement shall be applied and shall be applied as decided by the LSIC Coordinator in consultation with COP and/or DAI Home Office Project Coordinator.

Use of program income:

If an activity generates a profit, the LSIC Coordinator must consider the best uses of program income and document this in the award. In accordance with 2 CFR 200.307 and the prior written approval of USAID, DAI Global LLC may use program income to finance the non-Federal cost share of an award. DAI Global

LLC may also make the program income additive to IUWASH PLUS's contribution without a cost sharing requirement when this would help achieve program objectives, such as sustainability.

1. *Deduction.* Ordinarily program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs unless the Federal awarding agency authorizes otherwise. Program income that the non-Federal entity did not anticipate at the time of the Federal award must be used to reduce the Federal award and non-Federal entity contributions rather than to increase the funds committed to the project.
2. *Addition.* With prior approval of USAID program income may be added to the grant by DAI Global LLC and the grantee. The program income must be used for the purposes and under the conditions of the Federal award.
3. *Cost sharing or matching.* With prior approval of USAID, program income may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award remains the same.

## 6.7. CASH DISBURSEMENTS

For U.S. Non-Governmental Grantees, DAI Global LLC must ensure that the grantees have the ability to comply with 2 CFR 200, Parts 200.300 – 200.309. The Mandatory and Required Applicable Standard Provisions for Non-U.S., Non-Governmental Recipients that apply to cash disbursement grants will be incorporated into the grant agreement where applicable.

Given the regional mandate of the project, cash disbursement shall be made either in local currency or in USD. If cash disbursement is made in a local currency, it will be made at the official exchange rate on the day of the disbursement.

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

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

Incremental Payments. In order to qualify for payments, the grantee's accounting and financial management systems must conform to standards for funds control and accountability required under USAID and Federal regulations (ADS 303.3.9 and 2 CFR 200.300 – 200.309). New grantees are free to use their existing accounting systems, so long as they meet those applicable standards as set forth in the CFR, and the applicable Standard Provisions. Other guiding principles to cash advance disbursements include:

1. Funds shall not be commingled with other recipient owned or controlled funds.
2. Grantees should liquidate any prior advances before new advances are released; and,
3. Advances shall be limited to the minimum amounts needed to meet current disbursement needs and only if a pre-award determination of responsibility has been made.

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

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

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

## 6.8. DEBARMENT AND TERRORIST FINANCING

To ensure that IUWASH PLUS does not award grants to applicants that have been debarred, suspended or proposed for debarment, apparently successful applicants will be checked against the US Government's Excluded Parties List. As such, IUWASH PLUS team will perform a search for the applicant's name on the Excluded Parties List (<http://www.sam.gov>) and document the outcome.

Moreover, to prevent against providing support to entities determined to have committed or pose a significant risk of committing acts of terrorism that threaten U.S. interests, DAI Global LLC must compare each proposed grant action against specific databases. IUWASH PLUS must:

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

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

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

## 6.9. PROCUREMENT PROCEDURES

### 6.9.1 PROCUREMENT STANDARDS

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

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

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

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

**Reasonable Cost:** Means those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.

**Allocable Costs:** Means those costs which are incurred specifically for the award.

**Allowable Costs:** Means those costs which are reasonable and allocable and conform to any limitations in the award.

DAI Global LLC is responsible for determining which costs are reasonable, allowable, and allocable under the grant.

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

- a. Review 2 CFR 200 and 2 CFR 700
- b. Review ADS 312 “Eligibility of Commodities” for more information if an item to be procured is a restricted good or service.
- c. Determine whether the costs are reasonable, allocable and allowable.
- d. Contact the DAI Global LLC home office for review and decision when appropriate.

### **6.9.3 RESTRICTED GOODS AND INELIGIBLE GOODS**

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

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

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

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

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

### **6.9.4 SOURCE, ORIGIN, AND NATIONALITY**

The authorized geographic code for the IUWASH PLUS project is listed as 937. IUWASH PLUS's program is designed to adhere to these requirements. Goods and services may be procured from any country, but excluding the prohibited countries (Cuba, North Korea, Sudan, Iran, and Syria).

## **6.10. EQUIPMENT**

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

In accordance with ADS 303.3.24.c under the simplified grants, the Contracting Officer must approve the purchase of equipment over \$5,000, (for in-kind grants the limit is \$500 per unit) and applicable provisions must be included in the grant format. Such approval shall be granted when the grant is approved per section 4.1.11, USAID Approval; therefore, no additional USAID approval shall be required. The purchase of equipment with a value exceeding \$5,000 is not authorized under a Fixed Amount Award. The project must follow standard procurement procedures. The grantee is required to use and maintain the equipment for the purpose of the award in accordance with the applicable standard provision and as summarized below:

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

The table of the inventory should include:

Item	Serial No.	Cost	Condition

- In the grant agreement, the grantee will agree to indemnify, DAI Global LLC and its Officers and Directors, including cost of defense, for any claim made against them arising out of the Grantee's performance of this grant agreement. This indemnity shall be in excess of DAI Global LLC's insurance policies, but not limited by the scope of such policies. DAI Global LLC and USAID do not assume liability for third party claims for damages arising out of a grant.

## 6.11. SUPPLIES

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

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

Supplies items remain as the property of the Government and in the custody of DAI Global LLC until formal disposition are conducted.

## 6.12. TRAVEL

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

## 6.13. RIGHTS TO INTELLECTUAL PROPERTY

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

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

*“This [publication, video or other information/media product (specify)] was made possible through support provided by the U.S. Agency for International Development, under the terms of Award No. AID-497-TO-16- 0003. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development.”*

- b. Unless the grantee is instructed otherwise by USAID or DAI Global LLC , publications, videos, or other information/media products funded under this award and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.
- c. The grantee shall provide DAI Global LLC one copy of all published works developed under the award with lists of other written work produced under the award. At the end of IUWASH PLUS, DAI Global LLC shall submit one electronic or one hard copy of final documents (electronic copies are preferred) to PPC/CDIE/DIO at the following address:

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

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



- d. In the event grant funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the grant unless grant agreement has identified the profits or royalties as program income.
- e. Except as otherwise provided in the terms and conditions of the grant, the author and/or the grantee is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

#### 6.14. GRANT AUDIT AND GRANT PROJECT MASTER FILE

USAID reserves the right to conduct financial reviews or audits of DAI Global LLC and all of its activities, including its grants, and to otherwise ensure the adequate accountability of organizations expending USG funds. Grant files kept by the IUWASH PLUS LSIC Coordinator will contain the essential documents to demonstrate that each grant was successfully completed and that funds were spent prudently with costs justified.

Upon USAID TOCOR approval, IUWASH PLUS may contract with external auditors to perform audits of the grantee's program implementation with respect to expenditures.

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

**The Master File** will include:

1. RFA documents
  - Copy of all RFAs
2. Grant Documents
  - Application from grantee
  - Evaluation Committee scoring sheets and bid committee summary
  - Negotiation Memorandum
  - Certification of environmental compliance
  - Application Competition Record
  - Pre-Award Responsibility Determination
  - Signed grant approval from USAID
  - Signed Grant Agreement
  - Signed modifications to agreement, where applicable
  - Any extensions or additional approvals from USAID (including print-outs of approval emails), where applicable
  - Grant Budget and any budget amendments
  - Grant correspondence
  - Grantee Certifications



3. Procurement Documents
  - Bidding documentation (see section VI, Procurement Procedures)
  - Procurement Negotiation Memorandum
  - In-kind agreements with vendors, if used
  - If a single item worth \$500 or more was given to a grantee, the file must include an inventory list of such goods and equipment and must be disposed of to the grantee with the TOCO's permission.
4. Financial Documents
  - Financial reports from grantee (these can be stored separately, if organized by grant number)
  - The financial documents themselves may be included in the grant file, or there can be a spreadsheet that cross-references grant payments with separate field-based Finance Department files. This permits an auditor to look up original receipts and other financial documentation for each grant as needed.
5. Reporting and Evaluation Documents
  - Final reports from grantee
  - Reports on payment of foreign taxes
  - Monitoring reports
  - Impact assessments
  - Additional demonstration of activities (i.e. photographs, recordings of radio PSA, video files of conference events, newspaper clippings, and so on.)
  - Grant paperwork beyond a single copy of the items on this checklist can be disposed of after closeout
  - Progress Report
6. Closeout Documentation
  - Grant Closeout Letter
  - Closeout Checklist

## 6.15. RECORDS RETENTION

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

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

## 6.16. CLOSEOUT PROCEDURES

Closeout of all grants awarded under the standard and simplified formats shall be conducted by DAI Global LLC in accordance with 2 CFR 200.343 and ADS 303.5

Grant closeout for fixed amount awards will be accomplished with acceptance of the final milestone and the approval of final payment. In-kind grant close out will be accomplished upon completion of

all activities and receipt of USAID approval for formal disposition of equipment to the grantee, as well as grantee acceptance in writing of said equipment.

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

USAID reserves the right to direct DAI Global LLC to unilaterally terminate grants entered into by DAI for the IUWASH PLUS activity.

## **6.17. LANGUAGE**

The text of the all grant agreements to Indonesian organizations shall be in English.

## 7. TERMINATION, SUSPENSION, AND MODIFICATION

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

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

### 7.1. TERMINATION AND SUSPENSION

IUWASH PLUS and/or USAID reserve the right to terminate or suspend a grant as outlined below.

#### **U.S. Non-Governmental Organization grantees:**

- a. The grant may be terminated in whole or in part as follows:
  1. By USAID or DAI Global LLC, if the grantee fails to comply with the terms and conditions of a grant;
  2. By USAID or DAI Global LLC for cause;
  3. By USAID or DAI Global LLC with the consent of the grantee, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
  4. By the grantee upon sending to DAI Global LLC written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if USAID or DAI Global LLC determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made, USAID or DAI Global LLC may terminate the grant in its entirety.
- b. When the grant is terminated or partially terminated, both DAI Global LLC and the grantee remain responsible for compliance with the requirements of closeout procedures in this manual.

#### **Non-U.S. Non-Governmental Organization Grantees:**

- a. The grantee or DAI Global LLC may terminate this award at any time, in whole or in part, upon written notice to the other party. The termination notice must contain the reason(s) for the termination; the effective date; and, in the case of a partial termination, the portion to be terminated. If the termination is based on non-compliance, note that this termination decision may be considered in selection for future awards.
- b. DAI Global LLC may suspend the grant, in whole or in part, at any time, following notice to the recipient, and prohibit the grantee from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension.
- c. In the event the grantee or any of its employees, subrecipients, or contractors are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140, DAI Global LLC reserves the right to terminate this award, in whole or in part, or take any other appropriate measures including, without limitation, refund or recall of any award amount. Additionally, the grantee must make a good-faith effort to maintain a drug-free

workplace and DAI Global LLC reserves the right to terminate or suspend this award if the recipient materially fails to do so.

- d. Termination and Suspension Procedures. Upon receipt of, and in accordance with, a termination or suspension notice from DAI Global LLC as specified above, the grantee must take immediate action to minimize all expenditures and, in the event of termination, cancel all obligations financed by this award to the greatest extent possible. Except as provided in this provision or as approved in writing by DAI Global LLC, the grantee is not entitled to costs incurred after the effective date of termination.
- e. Within 30 calendar days after the effective date of such termination, the grantee must repay to DAI Global LLC all unexpended USAID funds as of the effective date of termination, which are not otherwise obligated by a non-cancelable legally binding transaction applicable to this award.
- f. Should the funds paid by DAI Global LLC to the grantee prior to the effective date of the termination of this award be insufficient to cover legally binding obligations to third parties by the grantee, the grantee may submit to DAI Global LLC within 90 calendar days after the effective date of a termination a written claim covering such recipient obligations. DAI Global LLC must determine the amount(s) to be paid by DAI Global LLC to the grantee under such claim in accordance with this provision and the Standard Provision, "Allowable Costs."
- g. The grantee must, to the greatest extent possible, include a provision in all subawards, including subawards and contracts, affording the grantee the right to terminate the subaward in the event DAI Global LLC or USAID terminates this award, including the refund requirement in paragraph c.

## 7.2. MODIFICATION

Any modification of a grant agreement requires the mutual written endorsement of the grantee and IUWASH PLUS COP in the form of a Grant Agreement Modification.

### Types of Modifications:

- A. **Unfunded Modifications:** A written modification will be issued when there is a need for material alteration of a programmatic aspect of an agreement and when there is no impact on cost. This assumes that approved funds are still available. An illustrative example is when the achievement of the objective is in jeopardy and as a result of joint discussions; a plan for corrective action is developed. That plan would be sanctioned by issuance of the modification. Another example is a modification to the start date of the activity or completion dates to provide an extension in the event that unforeseen circumstances outside the control of the grantee impede the grantee's ability to meet the implementation plan timeline. The LSIC Coordinator will prepare the grant agreement modification notice in collaboration with the Technical Specialist and Procurement Associate and the IUWASH PLUS COP or his/her designee will approve. Unfunded modifications will only require IUWASH PLUS COP approval.
- B. **Funded Modifications:** All modifications — technical or otherwise — that increase the total funding value of a grant by at least 5 percent of the total approved amount of the grant must be approved by the LSIC Coordinator, IUWASH PLUS COP or his/her designee, and subsequently the USAID as specified in Section 5.2.11. If the cost modification is less than the established minimum threshold, the LSIC Coordinator or his /her designee may prepare the modification and

the COP will approve the grant agreement modification with the input of the appropriate IUWASH PLUS Technical Specialist. Funded modifications will require USAID TOCOR approval

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

- Funded modifications will only be considered to address compelling, extreme circumstances that jeopardize the achievement of an activity objective(s).
- Poor planning by the grantee is not an acceptable rationale for requesting a cost modification.
- Cost modifications must be supported by a revised financial plan detailing the original approved line items, the revised line items and expenditures to date. Revised financial plans will be analyzed for soundness and completeness, with respect to the allowability of expenditures to date.
- A cost increase must always be driven by a revised implementation plan — not viceversa.
- IUWASH PLUS must re-check the Excluded Parties database prior to issuing a funded modification.

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

DAI Global LLC has the authority to make, without the prior approval of the TOCOR, written amendments to awarded grants, provided that the amendments 1) are of a minor or administrative nature and 2) do not change the obligated amount or the purposes of any award.

The TOCOR must give his or her prior approval to all other amendments that does not meet the above criteria. Once a grant has been awarded, no additional competition is required for amendments to the existing award or follow-on awards for the same activity, or to further develop an existing assistance relationship for amounts equal to or less than the original grant.

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

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

Recognizing the paramount interest of the United States and USAID in grant-making, the parties agree that USAID may, in its sole discretion, supersede any decision, act or omission taken by DAI Global LLC in respect of any grant made by it, or proposed to be made by it. Notwithstanding any other provision of this Contract, USAID retains the right, at all times, through the Contracting Officer, to (1) dictate a different decision with respect to the award or administration of any grant; (2) rectify an omission by DAI Global LLC with respect to the award or administration of any grant;

(3) take over the administration of any grant awarded; and/or (4) terminate, in whole or in part, DAI Global LLC's authorities to approve grants.

## ANNEXES

- Annex 1: Conflict of Interest and Non-Disclosure Statement
- Annex 2: Sample Standard Grant Format (For NON US NGOs and US NGOs)
- Annex 3: Sample Simplified Grant Format
- Annex 4: Sample Fixed-Amount Award Grant Format
- Annex 5: Fixed Amount Award (FAA) entity eligibility checklist
- Annex 6: Sample In-Kind Grant Format
- Annex 7: Sample In-Kind Grant to Local Government Format
- Annex 8: Certifications, assurances, and other statements of the recipient
- Annex 9: Accounting System and Financial Capability Questionnaire for DAI Global LLC Grant Recipients
- Annex 10: Checklists for Master File and RFA/APS file
- Annex 11: Sample Memorandum of Negotiation
- Annex 12: Assistance on Branding and Marking
- Annex 13: Payment Voucher
- Annex 14: Request for Reimbursement
- Annex 15: Financial Report
- Annex 16: Cost Reimbursable Budget Template
- Annex 17: Time and Materials Budget Template
- Annex 18: Procurement Policies
- Annex 19: Grant Close-out and Disposition
- Annex 20: Final Report
- Annex 21: Mandatory Standard Provisions U.S. and Non-U.S.
- Annex 22: Technical Report Example

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

### **CONFLICT OF INTEREST AND NON-DISCLOSURE STATEMENT**

I certify that I will not discuss with, or reveal to, any representative of any business organization or other entity, or any individual person (except persons specifically assigned to my specific application evaluation group) either within or without the Indonesia Urban Water Sanitation and Hygiene *Penyehatan Lingkungan Untuk Semua* (IUWASH PLUS) Project, any aspects of the pending procurement. The term “any aspects of the pending procurement” includes, but is not limited to, information such as the identity and number of applicants, the number and identity of IUWASH PLUS personnel involved in the evaluation process, and any proprietary information. Except as specifically authorized by the COP, the release of such information constitutes the unauthorized release of advance procurement or procurement information.

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

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

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

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

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

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

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



**ANNEX 2: SAMPLE STANDARD GRANT FORMAT**



**GRANT**

Between

**DAI Global, LLC.**

And

**{insert}**

**STANDARD GRANT (FOR Non-US NGO, under DAI CONTRACT/TO/COAG;**

**For Advances OR for Reimbursement)**

**NO: {insert}**

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

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

<b>FOR DAI:</b>		
Name:	<b>{insert}</b>	Date: <b>{insert}</b>
Title:	<b>{insert}</b>	

<b>ACCEPTED AND CERTIFIED:</b>		
As a legally authorized representative of the Recipient, by signing this Grant Agreement, the Recipient hereby certifies and agrees to comply with the terms and conditions as set forth in the agreement and the attachments listed on the Overview Page, which are incorporated as part of the Grant.		
FOR <b>{insert}</b> :		
Recipient Duns Number. # <b>{insert}</b>		
Name:	<b>{insert}</b>	Date: <b>{insert}</b>
Title:	<b>{insert}</b>	

## OVERVIEW PAGE

**ISSUED BY:** DAI Global, LLC.  
{insert project name}  
{insert project address}

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

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

### RECIPIENT:

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

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

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

**PERIOD OF GRANT:** {insert}

**TYPE OF GRANT:** Standard Grant

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

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

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

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

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

**REGION:** {Insert when applicable}

## **ATTACHMENTS:**

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

## **DESCRIPTION OF AWARD**

### **Article One: Purpose of Grant**

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

### **Article Two: Period of Grant**

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

### **Article Three: Amount of Award**

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

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

DAI hereby obligates the amount of {insert amount in local currency}, not to exceed US\$

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

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

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

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

## **Article Four: Financial Terms and Conditions**

### **A. Payment**

- 1) DAI shall make payments to the Recipient for reasonable, allowable costs incurred under the Grant in accordance with the payment provisions of this agreement.
- 2) The Recipient will submit to DAI a Reimbursement Request Form (see Attachment Three for the format to be used) and Financial Report (see Attachment Five for the format to be used) and specified in Article Five below, "Reporting". Payments, up to 90% of the Grant

Award Amount, will be made upon receipt and approval of the Financial Report.

Disbursements will be based on the following:

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

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

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

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

---

Name:

Title:

Date:

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

**B. Financial Records**

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

The entire purchase value to one vendor for one transaction (not a unit cost) Inclusive of construction or other services.	Minimum justification requirements
Less than \$500	Purchase at a reasonable market price, substantiated by receipt.
Between \$500 and \$3000	Obtain at least 3 written or verbal quotes. Provide a price comparison table with details about the vendors, prices quoted, and why a vendor was chosen.
Over \$3000	Release a written and public solicitation (such as a Request for Proposal or Quotation) with an end date for submissions and evaluation criteria. Receive a minimum of 3 qualified written bids. Document selection reason, based on evaluation criteria. *

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

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

## **C. Other Financial Requirements**

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

### **Article Five: Reporting**

#### **A. Schedule**

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

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

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

Through its authorized representative(s), DAI shall have the right, at all reasonable times, to inspect or otherwise evaluate the work being performed as a result of receipt of the grant funds by conducting site visits, or in other ways assessing the work being performed in the implementation of this grant. DAI shall have the right to inspect documents related to the performance of the project and to require additional explanations and information from the Recipient. DAI agrees to conduct the site visits in a manner that does not impede the day-to-day operation of the Recipient, and minimize unjustified suspension of project performance.

#### **B. Financial Report**

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

#### **C. Program Report**

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

## D. Final Reports

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

## Article Six: Termination

1. DAI may terminate this award at any time, in whole or in part, following 15 days of written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.
2. Examples of failure to comply with the terms and conditions of the grant include:
  - a) The Recipient fails to carry out the program satisfactorily.
  - b) The Recipient fails to comply with any of the certifications or standard provisions included in *Attachments 7 and 8*, which are hereby incorporated. One example of failure to comply is if the Recipient or a key individual of the Recipient is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.
3. This award may be terminated at any time in whole or in part by the Recipient following 15 days of written notification to DAI with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if DAI determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, DAI may terminate the award in its entirety.
4. If at any time DAI or USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because funding was curtailed or reduced for the prime project, or continuation of the grant would not be in the national interest of the United States, then DAI may terminate this Grant in whole or part and cancel the portion of the Grant which has not been irrevocably committed to third parties.
5. DAI reserves the right to terminate this Grant should the Recipient become insolvent during performance of the award.
6. USAID may direct DAI to terminate the grant activities unilaterally in extraordinary circumstances. {Include this provision for Grants under Contracts but delete it if we are awarding grants under a cooperative agreement}.
7. Upon receiving a notification of termination, the Recipient shall take immediate action to minimize all expenditures by the Recipient related to this standard grant.



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

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

The USAID Identity is the official marking for USAID, comprised of the USAID logo and brand mark with the tagline “from the American people.” The USAID Identity is on the USAID Web site at [transition.usaid.gov/branding](http://transition.usaid.gov/branding). Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following: Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;

- a) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
  - b) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;
  - c) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
  - d) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.
3. The recipient may submit a written request to DAI for an exception from USAID marking requirements when USAID marking requirements would:
    - a) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
    - b) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
    - c) Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;
    - d) Impair the functionality of an item;
    - e) Incur substantial costs or be impractical;
    - f) Offend local cultural or social norms, or be considered inappropriate;
    - g) Conflict with international law; or
    - h) Present compelling safety or security concerns.

4. Any approved waivers for DAI's prime contract/task order "flow down" to this Grant unless specified otherwise. Applicable DAI waivers are attached to this Grant.

### **Article Eight: Proprietary Rights.**

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

All materials produced under the terms of this agreement -- written, graphic, film, magnetic tape, or otherwise -- shall remain the property of the Recipient. Except as otherwise provided in the terms and conditions of the award, the author or the Recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. The rights and duties provided for in this paragraph shall continue, notwithstanding the termination of the contract or the execution of its other provisions.

Any 'public communications', as defined in 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."*

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

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

2. When the total value of procurement for equipment/commodities or services during the life of this grant is valued at \$250,000 or less, the Authorized Geographic Code for procurement of all goods and services to be reimbursed under this grant is code is **935-Special Free World**. Under this geographic code, the Recipient may procure goods or services from vendors in any country **including** the cooperating country, but **excluding** the "Prohibited Countries", as defined below.

Note: If the total life of project procurement under this grant is greater than \$250,000, the geographic code for the Recipient must follow the prime contract/task order geographic code. Please see your HQ Contract Administrator.

**Prohibited countries** are countries that the US Government does not do business with, i.e. purchase goods or services from these countries, previously referred to as foreign policy restricted countries. THE RECIPIENT MAY NOT PROCURE GOODS OR SERVICES FROM THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPREHENSIVE SANCTIONED COUNTRIES: CUBA, IRAN, NORTH KOREA, SUDAN, AND SYRIA. By signing this Agreement,

the Recipient certifies that equipment purchased under this Grant Agreement will not be procured from vendors located in one of the OFAC prohibited countries above, nor will the origin of any of the parts be from a prohibited country. If the Recipient must procure goods or services from a vendor not located in the authorized geographic areas, the Recipient shall contact the DAI Grants Manager/Specialist for assistance.

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

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

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

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

Title to and ownership of all “non-expendable property” (NXP) procured by Recipient under this Grant remains with {enter “USAID” or “the cooperating country” here depending on the terms of your prime agreement} until such time DAI receives approval from USAID (and the authorized individual within the Cooperating Country Government via USAID) for final ownership transfer to your organization. Written approval from USAID is required prior to the final permanent transfer and ownership of the property to the Recipient.

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

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

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

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

## Article Ten: Other Terms and Conditions

### 1. Responsibility.

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

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

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

### 2. Certification of Completion.

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

### 3. Change Notification.

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

### 4. Controlling Language.

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

### 5. Audit Requirement

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

### 6. The Recipient shall make all project-related financial records available for examination by DAI or its authorized representatives. Dispute Resolution and Indemnification

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

The Recipient hereby agrees to indemnify, defend and hold DAI, its affiliates and their respective officers, directors, employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses), suffered or incurred by the Recipient related to this Grant.

#### 7. Responsibility of the Recipient

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

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

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

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

#### 9. Host Country Salary Supplements

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

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

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

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

immediately to DAI management for review and appropriate action, including possible exclusion from award.

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

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

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

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

## **ATTACHMENT ONE: PROGRAM DESCRIPTION**

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

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

{insert}

### **2. BACKGROUND**

{insert}

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

{insert}

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

{insert}

### **5. EXPECTED OUTCOMES**

[Insert]

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

[Insert]

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

- 1.
- 2.
- 3.

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

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

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

## **ATTACHMENT TWO: PROGRAM BUDGET**



## ATTACHMENT THREE: REQUEST FOR REIMBURSEMENT FORM

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

### 2. RECIPIENT ORGANIZATION

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

### 3. RECIPIENT'S BANK DATA

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

### 4. PERIOD COVERED BY THIS REQUEST

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

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

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

### 6. CERTIFICATION

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

Attachments (please attach documents supporting this request):

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

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

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

## ATTACHMENT THREE: RECONCILIATION AND ADVANCE REQUEST FORM

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

### 2. RECIPIENT ORGANIZATION

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

### 3. RECIPIENT'S BANK DATA

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

### 4. PERIOD COVERED BY THIS REQUEST

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

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

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

### 6. CASH FORECAST

	Main Cost Categories or Budget Line Items	Amount of Advance Requested
	<b>Total Advance Requested:</b>	<b>0</b>

## 7. CERTIFICATION

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

Attachments (please attach documents supporting this request):

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

Signature or authorized certifying official  _____	Date request submitted  _____
Typed or printed name and title	Phone

## ATTACHMENT FOUR: DOCUMENTATION OF RECIPIENT CONTRIBUTION



### DOCUMENTATION OF RECIPIENT CONTRIBUTION

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

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

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

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

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

---

---

---

[Name & Title ]

---

Date

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

## SAMPLE FINANCIAL REPORT

### MONTHLY FINANCIAL REPORT

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

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



## SAMPLE FINANCIAL REPORT

### QUARTERLY FINANCIAL REPORT

Reporting Period: month/day/year up to month/day/year To:  
 USAID Funds

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

## Sample Program Report

### PROGRAM REPORT

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

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

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

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

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

a) Result: xxxxxxxxxxxx

Indicator:

- XXXXXXXXXXXXXXXXXXXX

b) Result: yyyyyyyyyyyy

Indicator:

- YYYYYYYYYYYYYYYYYYYYYY

c) Result: zzzzzzzzzzzzzzzz

Indicators:

- ZZZZZZZZ
- ZIZIZIZIZI

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- RAA1. ADVANCE PAYMENT AND REFUNDS (DECEMBER 2014)**
- RAA2. REIMBURSEMENT PAYMENT AND REFUNDS (DECEMBER 2014)**
- RAA3. INDIRECT COSTS – NEGOTIATED INDIRECT COST RATE AGREEMENT (NICRA) (DECEMBER 2014)**
- RAA4. INDIRECT COSTS – CHARGED AS A FIXED AMOUNT (NONPROFIT) (JUNE 2012)**
- RAA5. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (DECEMBER 2014)**
- RAA6. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (DECEMBER 2014)**
- RAA7. SUBAWARDS (DECEMBER 2014)**
- RAA8. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)**
- RAA9. OCEAN SHIPMENT OF GOODS (JUNE 2012)**
- RAA10. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)**
- RAA11. PATENT RIGHTS (JUNE 2012)**
- RAA12. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)**
- RAA13. INVESTMENT PROMOTION (NOVEMBER 2003)**
- RAA14. COST SHARE (JUNE 2012)**
- RAA15. PROGRAM INCOME (DECEMBER 2014)**
- RAA16. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)**
- RAA17. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)**
- RAA18. PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)**
- RAA19. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)**
- RAA20. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)**

- RAA21. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)**
- RAA22. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)**
- RAA23. CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)**
- RAA24. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)**
- RAA25. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)**
- RAA26. LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (JULY 2014)**
- RAA27. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2014)**

**ANNEX 3: SAMPLE SIMPLIFIED GRANT FORMAT**



# GRANT

Between

**DAI Global, LLC**

And

**{insert}**

**SIMPLIFIED GRANT (Non-US NGO)**

**NO: {insert}**

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

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

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

**FOR DAI Global, LLC:**

Name: **{insert}**

Date: **{insert}**

Title: **{insert}**

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

FOR **{insert}**:

Recipient Duns Number. # **{insert}**

Name: **{insert}**

Date: **{insert}**

Title: **{insert}**



## OVERVIEW PAGE

**ISSUED BY:** DAI Global, LLC (“DAI”)  
{insert project name}  
{insert project address}

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

DAI Signatory Authority: {insert name, email, and phone}

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

### GRANTEE:

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

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

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

DUNS #: {insert}

**PERIOD OF GRANT:** {Insert}

**TYPE OF GRANT:** Simplified Grant

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

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

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

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

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

**REGION:** {Insert when applicable}

**SUBPROJECT NAME: {Insert}**

**SUBPROJECT NUMBER: {Insert}**

**ATTACHMENTS:**

**One: Program Description**

**Two: Program Budget**

**Three: Request for Reimbursement Form [or Reconciliation and Advance Request Form]**

**Four: Reporting on Payment of Foreign Taxes**

**Five: Financial and Programmatic Report Formats**

**Six: Certifications**

## **Article One: Purpose of Grant**

The purpose of this grant is to provide support for the program described in Annex One of this Grant Agreement.

## **Article Two: Period of Grant**

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

## **Article Three: Amount of Award and Payment**

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

DAI shall not be liable for making payments to the Grantee for any costs in excess of the amount of the award or outside the Grant period. No revisions to this budget are envisioned.

We understand that the Grantee will contribute goods and services valued at approximately {insert}.

## **Article Four: Financial Terms and Conditions**

### **I. Payment**

- a. The funds provided under the terms of this agreement may be utilized to reimburse your organization for actual costs incurred, or provide advances, in order to complete the program in accordance with the attached Program Description (Annex One). Once the Grantee has presented the documentation required under the agreement, DAI will deposit the corresponding sum in the Grantee's bank account.
- b. Requests for reimbursements and reports should be sent to the Grants Specialist designated on the Overview Page.
- c. To obtain payment the grantee must present appropriate documentation and the grantee must have a bank account specifically designated for this grant where DAI can deposit the payments. Appropriate documentation includes a properly prepared request for reimbursement in the format provided in Annex Three and corresponding financial report. Appropriate supporting documentation to the financial report includes the original invoice from suppliers who are able to issue invoices, and when this is not the case, receipts.

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

2. The Recipient will submit to DAI a Financial Report (see Attachment Five for the format to be used) and Reconciliation and Advance Request Form (see Attachment Three for the format to be used), as specified in Article Five below, "Reporting." Payments, up to 90% of the Grant Award Amount, will be made upon receipt and approval of the Financial Report and Reconciliation and Advance Request. Disbursements will be based on the following:
  - a. Recipient has demonstrated effective control over and accountability for all funds, property, and other assets. Recipient shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
  - b. Disbursements will be made subject to approval of financial and program reports for the preceding periods.

- c. The remaining 10% of the grant funds will be reimbursed upon receipt and approval by DAI of the final report.
3. Reports and Reconciliations and Advance Request Forms should be sent to the Contracts/Grants Manager designated on the Overview Page.

[In addition, if advances are authorized, be sure to attach Required as Applicable provision RAAI. Advance Payment and Refunds (December 2014)]

#### B. Financial Records

1. The Grantee shall maintain financial records, including receipts, time reports, and other accounting documentation to sufficiently substantiate its charges to DAI and to allow for an accounting of DAI Grant project costs separate from costs funded by other sources and the ability to report accordingly. These records shall be made available to DAI or its representatives for review at any time. All financial records and documentation shall be kept available for three years after completion of this Grant.
2. On request, the Grantee will provide the necessary documentation to demonstrate that all purchases made with this grant have been made at reasonable prices and from reliable sources. No single item having a useful life over one year and an acquisition cost of \$5000 or more shall be purchased.
3. When items are purchased under this grant agreement, the appropriate documentation must be kept on file to justify the purchase, together with a comparative table and 3 quotations. If it is not possible to obtain 3 quotations (e.g. if only one or two suppliers exist) the justification should be presented in writing. For items costing more than US \$2500 three price quotations must be presented, shown on a comparative table and selecting the best option based on price and quality.

#### C. Other Financial Requirements

This Grant is made to the Grantee on condition that the funds will be administered in accordance with the terms and conditions set forth herein as follows:

1. Only direct costs are authorized under this grant. No indirect costs/ administrative fees are allowed.
2. The amount of award stated herein does not include costs for international air fares or the purchase of equipment with an acquisition cost in excess of US \$5000 and a useful life over one year.
3. The funds provided under the terms of this agreement shall be used to pay for the expenses incurred by your organization in performance of the project in accordance with the terms and conditions of this Grant Agreement and its annexes.
4. At the request of DAI, the Grantee shall return any of the funds received to DAI which have been used for any questionable or unallowable expenses, as determined by DAI, which do not comply with the terms and conditions of this grant.
5. The Grantee is expected to provide supporting evidence of counterpart contribution (if any) under the terms of this agreement. A copy of the invoice or other document that demonstrates the contribution will be acceptable to support a properly filled out financial report.

## Article Five: Reporting

### A. Schedule

The Grantee will present reports using the format shown in Annex Five: “Financial and Programmatic Report Formats”. The Grantee will present the reports every quarter or at the request of the DAI technical staff. For projects completed in less than a six-month period, a final financial and programmatic report must be submitted to DAI upon completion.

The first quarterly or single final report is due on {insert}.

[Provide detailed reporting schedule here; if necessary indicate differences if financial and program reports have different schedules].

### B. Financial Report

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

### C. Program Report

The Grantee will present Program Reports that must 1) demonstrate actual results based on the project’s activities, objectives, and goals; 2) describe the activities planned for the upcoming period; and 3) identify any potential and existing problems.

The Grantee must submit any required deliverables with the Program Report.

### D. Final Report

The Grantee will present the Final Program Report by {insert}. The Final Program Report will demonstrate overall results achieved, providing as much detail as possible on the number of beneficiaries.

## Article Six: Other Terms and Conditions

- A.** The Grantee has full responsibility for executing the project or activity being supported by the grant and for complying with the award conditions. Although the Grantee is encouraged to ask for the **opinion** and support of DAI about any specific problems that may arise, this suggestion does not diminish the responsibility of the grantee. The Grantee must apply solid technical and administrative criteria. The grant award does not imply that the responsibility for operative decisions has been transferred to DAI. The Grantee has the responsibility of notifying DAI about any significant problems associated with the administrative or financial aspects of the grant award.
- B.** The **Grantee** must certify in writing to DAI at the end of the grant that the activity was completed. If unable to certify, the Grantee shall be expected to make appropriate reimbursements to DAI. Grant close out will be accomplished with DAI acceptance of results achieved, approval of final payment, and submission of certification by Grantee.

- C.** The Grantee shall inform DAI promptly of any changes in its officers, name, legal status, address, or telephone/fax number.
- D.** The Grantee hereby agrees to indemnify, defend and hold DAI, its affiliates and their respective officers, directors, employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses), suffered or incurred by DAI or any of the foregoing persons that arise from or may be attributable to: (i) a breach of any obligation, representation or warranty of Grantee hereunder or (ii) errors, omissions or fault of Grantee in the performance or services pursuant to the Agreement. Grantee's obligation under this paragraph will survive cancellation, expiration or termination of this Agreement by either party for any reason.

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

- E.** The Grantee shall adhere to the following provisions on Termination and Suspension:
  - 1. This award may be terminated by either party at any time, in whole or in part, 30 days after receipt of written notification by the other party.
  - 2. USAID retains the ability to terminate the grant activities unilaterally in extraordinary circumstances.
  - 3. DAI may terminate this award at any time, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award. One example of failure to comply is if the Recipient or a key individual of the Recipient is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.
  - 4. DAI reserves the right to terminate this Grant should the Recipient become insolvent during performance of the award.
  - 5. If at any time DAI or USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because funding was curtailed or reduced for the prime project, or continuation of the grant would not be in the national interest of the United States, then DAI may terminate this Grant in whole or part and prohibit the recipient from incurring additional obligations chargeable to this award and cancel the portion of the Grant which has not been irrevocably committed to third parties.
  - 6. Upon receiving a notification of termination, the Recipient shall take immediate action to minimize all expenditures financed by this award. The Recipient shall not incur costs related to this Grant after the notification has been received, except for costs already irrevocably committed to third parties.
  - 7. If DAI terminates the Grant, the Recipient may submit a claim for reimbursement within 30 calendar days of such termination for any work completed or costs incurred in performance of any unpaid or incomplete milestones up to the date of termination notification.

8. DAI shall review the claim and determine the amount(s) to be paid to the Recipient under such claim in accordance with the final approved detailed application budget. Documented evidence of costs incurred in direct support of the project must be submitted with the claim.
  9. This award may be terminated at any time in whole or in part by the Recipient upon sending written notification to DAI with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if DAI determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, DAI may terminate the award in its entirety.
- F.** The Grantee shall acknowledge English as the controlling language. If this award or any of its supporting documents are provided in a foreign language, the English language version is the controlling version.
- G.** The Grantee shall follow USAID policies regarding materials produced under the award:
- All materials produced under the terms of this agreement -- written, graphic, film, magnetic tape, or otherwise -- shall remain the property of the Recipient of the grant. Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. The rights and duties provided for in this paragraph shall continue, notwithstanding the termination of the contract or the execution of its other provisions.
- Any 'public communications', as defined in 2 CFR 700.1(j), 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."*
- H.** It is USAID policy is that all programs, projects, activities, public communications, and commodities, partially or fully funded by USAID must be marked appropriately overseas with the USAID Identity. Recipient agrees to comply with USAID's branding guidelines as articulated in ADS 320 and detailed in the Graphics Standards Manual [available at www.transition.usaid.gov/branding](#), or any successor branding policy, as well as DAI's approved branding and marking plan under its prime contract/cooperative agreement.
- I.** No lower tier sub-agreements are permitted under the terms of this award without prior written approval of the DAI Agreement Officer. This agreement may be amended by mutual agreement, in writing, signed by both parties.

## **ATTACHMENT ONE: PROGRAM DESCRIPTION**

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

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

{insert}

### **2. BACKGROUND**

{insert}

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

{insert}

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

{insert}

### **5. EXPECTED OUTCOMES**

{insert}

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

{insert}

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

- 1.
- 2.
- 3.

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

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

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



## **ATTACHMENT TWO: PROGRAM BUDGET**

**See Annex 24 and 25 for appropriate budget template?**

## ATTACHMENT THREE: REQUEST FOR REIMBURSEMENT FORM

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

### 2. RECIPIENT ORGANIZATION

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

### 3. RECIPIENT'S BANK DATA

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

### 4. PERIOD COVERED BY THIS REQUEST

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

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

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

### 6. CERTIFICATION

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

Attachments (please attach documents supporting this request):

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

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

## ATTACHMENT THREE: RECONCILIATION AND ADVANCE REQUEST FORM

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

### 2. RECIPIENT ORGANIZATION

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

### 3. RECIPIENT'S BANK DATA

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

### 4. PERIOD COVERED BY THIS REQUEST

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

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

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

### 6. CASH FORECAST

	Main Cost Categories or Budget Line Items	Amount of Advance Requested
	<b>Total Advance Requested:</b>	<b>0</b>

## 7. CERTIFICATION

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

Attachments (please attach documents supporting this request):

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

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

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

## **ATTACHMENT FOUR: REPORTING ON PAYMENT OF FOREIGN TAXES**

### **Prohibition on Taxation of United States Assistance Reporting on Payment of Foreign Taxes**

- a) Final and Interim Reports. The grantee must submit the following reports:
  - i) A final report on all taxes paid on U.S. Foreign Assistance funds at the completion of the grant period;
  - ii) Should the grant period exceed one year, an interim report should be submitted by October 30 of each year.
- b) Contents of Report. The reports must contain:
  - i) Grantee name.
  - ii) Contact name with phone, fax and email.
  - iii) Agreement number(s).
  - iv) Amount of foreign taxes assessed by a foreign government [if more than one, each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior
  - v) U.S. fiscal year.
  - vi) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
  - vii) Any reimbursements received by the grantee during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the recipient through the end of that grant year and for the final report, any reimbursements on the taxes reported in (iv) received through the end of the grant period.
  - viii) The final report is an updated cumulative report of the interim report.
  - ix) Reports are required even if the grantee did not pay any taxes during the reporting period.
  - x) Cumulative reports may be provided if the grantee is implementing more than one grant in a foreign country.
- c) Definitions. For purposes of this clause:
  - i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
  - ii) "Commodity" means any material, article, supply, goods, or equipment.
  - iii) "Foreign Government" includes any foreign governmental entity.
  - iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- d) Where. Submit the reports to: **{insert}**
- e) For further information see <http://www.usaid.gov/policy/ads/300/302mac.pdf>.

## ATTACHMENT FIVE: REPORT FORMATS SAMPLE FINANCIAL REPORT

### Monthly/Quarterly Financial Report

Grant No.: {insert}

Reporting Period: (month/day/year) to (month/day/year)

#### USAID FUNDS

	Line Item	Month Liquidated	Month Budgeted	Total Budgeted	Cumulative Liquidated	Remaining Balance
1	?	0.00	0.00	0.00	0.00	0.00
2	?	0.00	0.00	0.00	0.00	0.00
3	?	0.00	0.00	0.00	0.00	0.00
4	?	0.00	0.00	0.00	0.00	0.00
5	?	0.00	0.00	0.00	0.00	0.00
6	?	0.00	0.00	0.00	0.00	0.00
7	?	0.00	0.00	0.00	0.00	0.00
8	?	0.00	0.00	0.00	0.00	0.00
9	?	0.00	0.00	0.00	0.00	0.00
10	?	0.00	0.00	0.00	0.00	0.00
11	?	0.00	0.00	0.00	0.00	0.00
12	?	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL</b>	0.00	0.00	0.00	0.00	0.00

#### GRANTEE COST-SHARING

	Line Item	Month Liquidated	Month Budgeted	Total Budgeted	Cumulative Liquidated	Remaining Balance
1	?	0.00	0.00	0.00	0.00	0.00
2	?	0.00	0.00	0.00	0.00	0.00
3	?	0.00	0.00	0.00	0.00	0.00
4	?	0.00	0.00	0.00	0.00	0.00
5	?	0.00	0.00	0.00	0.00	0.00
6	?	0.00	0.00	0.00	0.00	0.00
7	?	0.00	0.00	0.00	0.00	0.00
8	?	0.00	0.00	0.00	0.00	0.00
9	?	0.00	0.00	0.00	0.00	0.00
10	?	0.00	0.00	0.00	0.00	0.00
11	?	0.00	0.00	0.00	0.00	0.00
12	?	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL</b>	0.00	0.00	0.00	0.00	0.00

## Sample Program Report

### PROGRAM REPORT

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

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

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

Reporting Period: (month/day/year) to (month/day/year)

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

Result: xxxxxxxxxxxx\_\_\_\_\_

Indicator:

- XXXXXXXXXXXXXXXXXXXX

Result: yyyyyyyyyyyy\_\_\_\_\_

Indicator:

- YYYYYYYYYYYYYYYYYYYYYY

Result: zzzzzzzzzzzzzzzz\_\_\_\_\_

Indicators:

- ZZZZZZZZ
- ZIZIZIZIZI

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



## **ATTACHMENT SIX: CERTIFICATIONS, ASSURANCES, OTHER STATEMENTS OF THE RECIPIENT**

**See documents signed as part of pre-award documentation**

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



**FIXED AMOUNT AWARD**

Between

**DAI Global, LLC**

And

**{insert} GRANT NO: {insert}**

**GRANT TITLE:**

**Prime Contract/TO No.:**

**(For NGO under DAI Prime Contract/TO/COAG)**

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

The local currency equivalent of the USD ceiling is **#{insert} as of {insert date}**. Disbursements shall be made in local currency using the exchange rate in effect at the time of each payment, unless authorization is provided for payments in

U.S. Dollars. The total provided to the Recipient shall be the lesser of the U.S. Dollar or local currency amounts, and in under no circumstances shall the total U.S. Dollar amount be exceeded.

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

<b>FORDAI Global, LLC:</b>	
Signature:	Date: <b>{insert}</b>
Name: <b>{insert}</b>	
Title: <b>{insert}</b>	

**ACCEPTED AND CERTIFIED:**

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

FOR **{RECIPIENT NAME} RECIPIENT DUNS NO. #{insert}**

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

## OVERVIEW PAGE

**ISSUED BY:** DAI Global, LLC  
{insert project name}  
{insert project address}

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

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

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

**PERIOD OF GRANT:** {insert}

**TYPE OF GRANT:** Fixed Amount Award Grant

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

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

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

**PRIME CONTRACT/ TO NUMBER:** { Insert

**PROJECT CODE AND TASK NUMBER:** {Insert only when applicable for the project}

**REGION:** {Insert when applicable}

**GRANT TITLE:**

### ATTACHMENTS:

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

### **Article One: Purpose of Grant**

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

### **Article Two: Period of Grant**

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

### **Article Three: Amount of Award and Payment**

- a) DAI hereby awards a fixed value grant with a ceiling of USD \${insert}, payable in accordance with *Attachment Two: Schedule of Milestones and Payments*.
- b) The local currency equivalent of the USD ceiling is \${insert} as of {insert date}. Disbursements shall be made in local currency using the exchange rate in effect at the time of each payment unless authorization is provided for payments in U.S. Dollars. The total provided to the Recipient shall be the lesser of the U.S. Dollar or local currency amounts, and under no circumstance shall the total U.S. Dollar fixed value amount be exceeded.
- c) DAI shall not be liable for making payments to the Recipient for any costs in excess of the fixed ceiling/obligated amount of the award or outside the Grant period.
- d) The accomplishment of each milestone will be based on the successful submittal or completion of the tasks delineated for that Milestone.
- e) Payments are based on the pre-established, fixed amounts listed in *Attachment Two: Schedule of Milestones and Payments* upon the submission of evidence that a milestone has been achieved or completed. Payment will be made to the Recipient upon submission of the required documents listed below and DAI acceptance of the milestone completion.
- f) To obtain payments under this Grant, the Recipient shall submit the following documents to the Grants Manager/Specialist designated on the Overview Page:
  - 1) Voucher for Payment (*Attachment Four*)
  - 2) Milestone Certification-certifying that the Milestone being billed has been completed (*Attachment 4*)
  - 3) Evidence of completion required by DAI for the milestone. The documentation required for each milestone is specified in *Attachment Two: Schedule of Milestones and Payments*.
  - 4) The Recipient may submit the documentation of milestone completion either as e-mail attachments to the voucher or in hard copy form.
  - 5) Documentation of any recipient contribution (ie. donated labor/activities/use of conference room) expended in support of the Grant during the milestone period. (*Attachment Four*)
- g) Payment shall be within 30 days after receipt of a proper payment voucher, with milestone certification and required documentation, or verification and acceptance by DAI of milestone completion for which payment is requested, whichever is later. DAI reserves the right to withhold payment subject to milestone completion verification.
- h) Recipient Contribution: The Recipient will contribute goods and services valued at approximately 0.00 {insert} (\$\_\_ ). The Recipient is expected to provide supporting evidence of counterpart contribution under the terms of this agreement. (*Attachment Four*)

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

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

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

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

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

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

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

- a) This award may be terminated by either party at any time, in whole or in part, 30 days after receipt of written notification by the other party.
- b) USAID retains the ability to terminate the grant activities unilaterally in extraordinary circumstances.
- c) DAI may terminate this award at any time, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award. Examples of failure to comply with the terms and conditions of the grant include failure to comply with any of the certifications or standard provisions included in *Attachments Five and Six*, which are hereby incorporated.

One example of failure to comply is if the Recipient or a key individual of the Recipient is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.

- d) DAI reserves the right to terminate this Grant should the Recipient become insolvent during performance of the award.

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

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

- h) This award may be terminated at any time in whole or in part by the Recipient upon sending written notification to DAI with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if DAI determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, DAI may terminate the award in its entirety.

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

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

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

- 1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
- 2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
- 3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;

- 4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
  - 5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.
- c) The recipient may submit a written request to DAI for an exception from USAID marking requirements when USAID marking requirements would:
- 1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
  - 2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
  - 3) Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;
  - 4) Impair the functionality of an item;
  - 5) Incur substantial costs or be impractical;
  - 6) Offend local cultural or social norms, or be considered inappropriate;
  - 7) Conflict with international law; or
  - 8) Present compelling safety or security concerns.
- d) Any approved waivers for DAI’s prime contract/task order “flow down” to this Grant unless specified otherwise. Applicable DAI waivers are attached to this Grant.

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

a) **Certifications, Assurances, Other Statements of the Recipient**

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

b) **Standard Provisions (Mandatory and Required as Applicable)**

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

c) **Records**

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

d) **Controlling Language**

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



e) Notification of Changes

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

f) Equipment – Title and Eligibility Rules for Procurement of Goods

- 1) The Recipient may need to procure equipment or supplies (excluding real property) for its own use or for beneficiaries of its program in order to accomplish a milestone. Purchases by the Recipient that are incidental to the completion of a milestone are not deemed financed by the grant notwithstanding that their costs were included in the estimate upon which the total fixed price Grant award was negotiated.
- 2) Therefore, unless otherwise specified in *Attachment Two: Schedule of Milestones and Payments*, title to any equipment or property purchased to accomplish any milestones under this Grant Agreement vests in the Recipient upon acquisition, with the condition that the Recipient must use the equipment for the Grant as long as it is needed.
- 3) When the purchase of equipment or supplies is itself the milestone and such purchase is specifically named in the milestone, the Recipient shall comply with USAID source and nationality rules: 22 CFR 228, ADS 310, and ADS 312. The “Required as applicable” Standard Provision “RAA4. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (JUNE 2012) must be adhered to and is hereby incorporated in this Grant. The purchase of any equipment specifically named in a milestone which has a per unit cost of >\$5,000 must be approved by USAID.
- 4) If the geographic code is not specified, the authorized geographic code for procurement of all goods and services to be reimbursed under this grant is code is 937. Authorized Geographic Code 937 includes the United States, the recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source. USAID maintains a list of developing countries, advanced developing countries, and prohibited sources in ADS Chapter 310.

When the total value of procurement for equipment/commodities or services during the life of this grant is valued at \$250,000 or less, the Authorized Geographic Code for procurement of all goods and services to be reimbursed under this grant is code is 935-Special Free World. Under this geographic code, the Recipient may procure goods or services from vendors in any country including the cooperating country, but excluding the "Prohibited Countries", as defined below.

Note: If the total life of project procurement under this grant which is listed as specific milestones is greater than \$250,000, the geographic code for the grantee must follow the prime contract/task order geographic code. Please see your HQ Contract Administrator.

Prohibited countries are countries that the US Government does not do business with, i.e. purchase goods or services from these countries, previously referred to as foreign policy restricted countries. THE RECIPIENT MAY NOT PROCURE GOODS OR SERVICES FROM THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPREHENSIVE SANCTIONED COUNTRIES: CUBA, IRAN, NORTH KOREA, SUDAN, AND

SYRIA. By signing this Agreement, the Recipient certifies that equipment specified as a milestone in this grant will not be procured from vendors located in one the OFAC prohibited countries above, nor will the origin of any of the parts be from a prohibited

country. The updated list is available from the U.S Treasury's Office of Foreign Assets Contract (OFAC)

<https://www.treas.gov/offices/enforcement/ofac/programs>

If the Recipient must procure goods or services from a vendor not located in the authorized geographic areas, the Recipient shall contact DAI's Primary Contact as specified on the Overview Page of this Grant Agreement for assistance. If DAI determines that the recipient has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, DAI may require the recipient to refund the entire amount of the purchase.

- 5) In addition, when the purchase of non-expendable equipment is itself the milestone and such purchase is specifically named in the milestone, Title to/ownership of the non-expendable property (NXP)\* remains with

USAID or the cooperating country until such time DAI receives approval from USAID for final title and ownership transfer to your organization.

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

➤ *Definition of NXP: 2 CFR 200.33, 200.313 Definition of Equipment & TITLE TO AND USE OF PROPERTY (JUNE 2012) Applies Property must: 1) Be tangible; 2) Have expected life of more than one year; 3) Have per unit cost > \$5,000*

- 6) Recipients must not procure real property under a FAA Real property means land, including land improvements, structures and appurtenances thereto, but excludes movable machinery and equipment.
- 7) The Recipient must verify that no support or resources are provided to individuals or entities, nor is any equipment procured from entities that appear on the OFAC Specially Designated Nationals List (SDN) and the database formerly known as EPLS, now searchable at [www.sam.gov](http://www.sam.gov).

g) Responsibility of the Recipient

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

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

h) Disputes and Indemnification

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

The Recipient hereby agrees to indemnify, defend and hold DAI, its affiliates and their respective officers, directors, employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses), suffered or incurred by the Recipient related to this Grant.

i) Host Country Salary Supplements

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

j) Anti-Corruption and Anti-Bribery Policy

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

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

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

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

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

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

## **ATTACHMENT ONE: PROGRAM DESCRIPTION**

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

Program Description for {insert}.

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

{insert}

### **2. BACKGROUND**

{insert}

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

{insert}

### **4. DESCRIPTION OF PROGRAM ACTIVITIES/ RECIPIENT RESPONSIBILITIES EXPECTED OUTCOMES**

[Insert]

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

[Insert]

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

- 1.
- 2.
- 3.

### **7. REPORTING REQUIREMENTS** *(Include when applicable.)*

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

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

## ATTACHMENT TWO: SCHEDULE OF MILESTONES AND PAYMENTS

Following is the Schedule of Milestones and payment for each associated with the program which has been agreed upon between DAI and the Recipient, for funding under this Grant Agreement. (See Form XX for samples of Milestones and Payments for various grant activities.)

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

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

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

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



## VOUCHER FOR PAYMENT

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

The undersigned hereby certifies:

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

<b>MILESTONE NO.</b>	
<b>Total Amount Requested for this Milestone:</b> (Amt and currency)	\$0.00

Certified by:

[Recipient Name]

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

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

\_\_\_\_\_  
 Date





## MILESTONE CERTIFICATION

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

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

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

Certified by:

[Recipient Name]

Signature of authorized representative

[Name & Title ]

Date

Milestone Completion Verified by:

**DAI (Name/s of DAI staff verifying completion)**

Date



## DOCUMENTATION OF RECIPIENT CONTRIBUTION

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

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

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

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

**[Recipient Name]**

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

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

\_\_\_\_\_  
 Date

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

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

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

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

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

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

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

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

- \*M1. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)
- \*M2. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (JULY 2015)
- \*M3. DRUG TRAFFICKING AND DRUG-FREE WORKPLACE (JUNE 2012)
- \*M4. DEBARMENT AND SUSPENSION (JUNE 2012)
- \*M5. PREVENTING TERRORIST FINANCING (AUGUST 2013)
- \*M6. TRAFFICKING IN PERSONS (JUNE 2012)
- \*M7. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)
- \*M8. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)
- \*M9. USAID IMPLEMENTING PARTNER NOTICE (IPN) PORTAL FOR ASSISTANCE (JULY 2014)
- \*M10. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)
- \*M11. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)
- \*M12. PROHIBITION ON PROVIDING FEDERAL ASSISTANCE TO ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENT (APRIL 2015)
- \*M13. CHILD SAFEGUARDING (JUNE 2015)
- \*M14. MANDATORY DISCLOSURES (JULY 2015)

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

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

### FIXED AMOUNT AWARD (FAA) ENTITY ELIGIBILITY

#### CHECKLIST SECTION A ENTITY ELIGIBILITY

1. Organizational integrity
  - Obtain copy of Articles of Incorporation or other documentation which substantiates the legal character/registration of the entity in country/region of operation.
  - Identify principals/key personnel/organization structure
  - Vet the organization/principals through local RSO or other checkpoints to
  - Validate good standing in local community (integrity, reputation, internal controls)
  - Ensure minimum statutory restrictions have been met
    - a. System for Award Management (SAM)
    - b. Terrorism/Special Designated Nationals (SDN)/Blocked Persons/Office of Foreign Assets Control (OFAC)/etc.
2. Organization technical capacity to achieve proposed FAA activity
  - Staff expertise/management capabilities to be utilized for activity
  - Intellectual property to be applied
  - Technology resources to be applied
  - Other assets available and commitments incurred to determine cash flow
  - Assess ability to procure/manage property/personnel
3. Past Performance in the Sector
  - Identify similar activities the entity has implemented
  - Obtain third party information on performance related to quality of performance, timeliness of completion, input from past funding entities and activity beneficiaries
  - Review, if available, objective performance documentation such as evaluations
4. FAA activity implementation viability
  - Are milestones appropriate to the activity? - “reasonable certainty about the cost and USAID can reasonably define accomplishment of the purpose of the grant or milestones.”
  - Are milestones verifiable?
  - Is there sufficient information available on estimated costs to:
    - price milestones such that the FAA represents a good value to the Agency?
    - identify risks to both the implementing entity and Agency and mitigate the risks through “special conditions”?
  - milestone pricing will
    - a. ensure payments correspond to milestone achievement costs?
    - b. permit activity liquidity throughout implementation?
  - Are FAA objectives/purposes to be accomplished within applicable Source/ Nationality restrictions?
5. FAA Pre-Award financial review checklist applicable for authorizing advances of funds, if necessary
  - Is there a properly established bank account to receive USAID advances?
  - Are account-related bank unused checks and petty cash on hand adequately safeguarded?

- Are there appropriate controls established over account disbursements?
  - Are procedures established adequate to document account disbursement usage for grant activities?
  - Are appropriate procedures established for regular reconciliation of bank account statements with internal records?
  - Does recipient have prior experience with managing advances from external sources? If so, was past accountability adequate or past issues resolved? (Note: prior advance management experience not required).
  - Does recipient have a comprehensive cash-flow projection for the proposed activity which supports the proposed implementation plan, and which can be readily updated periodically to project revised cash needs?
  - Does the recipient understand USAID cash management requirements using either the 30 day rolling advance process or the working capital advance type methodology (see ADS 303, Awarding Fixed Amount Awards Additional Help Document)?
  - A written report of findings on the above points should be made as part of the FAA checklist documentation. The report should provide a summary assessment of the overall advance fiduciary risks as high, medium or low with a brief summary supporting narrative.
6. Minimum statutory certifications/representations/provisions included/obtained, as appropriate
- Lobbying: Only applies to grants greater than \$100,000;
  - Terrorist financing: Simplified version of standard clause;
  - Drug Trafficking certifications: Only applies to grants of greater than \$100,000;
  - Equal Opportunity Certification: Applicants not legally required to complete, but we are legally required to include - attach a copy to the grant;
  - Individuals authorized to commit the recipient;
  - DUNS number;
  - Procurement information: Local procurement rules apply for small grants under ADS 311;
  - Estimated Costs of Communications Products: Policy requirement only applies to communications product exceeding US \$25,000 in value;
  - Condom and Prostitution provisions: Only apply to HIV/AIDS activities (see AAPD 05-04 Amendment 3);
  - VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006): Mandatory Standard Provision in ADS 303 required for all assistance awards, regardless of the purpose of the award; and
  - Other Family Planning provisions as required in ADS 303, if the purpose of the FAA involves family planning activities: Note that programs outside the usual Global Health area may involve family planning-related activities, in which case the required-when-applicable provisions must also be included.

## **SECTION B INSTITUTIONAL CAPACITY BUILDING**

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

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

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



**IN-KIND GRANT**

Between  
**DAI Global, LLC. And**  
**{insert}**  
**GRANT NO: {insert}**  
**GRANT TITLE:**  
**Prime Contract/TO No.:**

**(For NGO under DAI Prime Contract/TO/COAG)**

DAI Global, LLC. (also referred to as DAI) is pleased to award {insert} (also referred to as the Recipient), an in-kind, non-monetary grant of equipment/materials and/or services, as described in Attachments One and Two, in support of

{insert project name}.

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

<b>FOR DAI:</b>	
Signature Name: {insert} Title: {insert}	Date: {insert}

<b>ACCEPTED AND CERTIFIED:</b> As a legally authorized representative of the Recipient, by signing this Grant Agreement, the Recipient hereby certifies and agrees to comply with the terms and conditions as set forth in the agreement and the attachments listed on the Overview Page, which are incorporated as part of the Grant.	
<b>FOR {RECIPIENT NAME}</b>	
Signature: Name: {Authorized Representative name} Title: {insert}	Date: {insert}

## OVERVIEW PAGE

**ISSUED BY:** DAI Global, LLC.  
{insert project name}  
{insert project address}

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

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

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

**PERIOD OF GRANT:** {insert}

**TYPE OF GRANT:** In-Kind

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

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

**PRIME CONTRACT/ TO NUMBER:** {Insert}

**PROJECT CODE AND TASK NUMBER:** {Insert only when applicable for the project}  
REGION: {Insert when applicable}

**GRANT TITLE:**

### ATTACHMENTS:

- One Standard Provisions**
- Two Activity Description**
- Three List of Items (Equipment/Materials or Services) to be Provided In-Kind**
- Four Documentation of Recipient contribution**
- Five Certifications, Assurances, Other Statements of the Recipient**
- Six Standard Provisions (Mandatory and Required as Applicable)**



### **Article One: Purpose of Grant**

The purpose of this grant is to provide in-kind, non-monetary support for the program described in *Attachment One, Program Description*. The in-kind equipment, materials and/or services to be provided under this grant is listed in *Attachment Two*.

### **Article Two: Period of Grant**

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

### **Article Three: Value of Award**

- a. The estimated value and ceiling of USAID funded award is of USD \${insert}. This ceiling represents an estimated cost for DAI's procurement of the equipment/materials and/or services; DAI shall not be liable for providing materials and/or services in excess of the USD ceiling amount. The local currency equivalent of the USD ceiling is \${insert} as of {insert date}.
- b. In the event the actual acquisition cost is less than the grant ceiling, no monetary disbursement or additional equipment/materials shall be provided to the Recipient for the variance. Increases in the grant ceiling or number of items provided in-kind will only be provided following written amendment.
- c. Recipient Contribution: The Recipient will contribute goods and services valued at approximately 0.00 {insert} (\$\_\_\_\_\_). The Recipient is expected to report on and provide supporting documentation of counterpart contribution expended in support of the Grant {insert here how often- for ex. quarterly and at end of project ) using *Attachment Four: Documentation of Recipient contribution* { Zero will be entered when not applicable.}

### **Article Four: Title/Ownership and Use of Property**

Choose either "A" or "Alternate A"

- a. The Recipient shall acknowledge receipt and custody of any equipment/materials with a "Property Placement and Use Agreement" form provided by DAI which shall be signed by the Recipient and submitted to DAI at the time of delivery.

Title to and ownership of all "non-expendable property" (NXP) remains with USAID or the cooperating country until such time DAI receives approval from USAID for final title and ownership transfer to your organization. At the time USAID approval is obtained for final transfer and ownership of the property to the Recipient, the Recipient will sign the "Final Title and Ownership Transfer" form and assume all responsibilities incident to ownership of the property.

{If Prime is Contract/Task Order insert} *Definition of NXP: property which is complete in itself and does not lose its identity or become a component part of another article when put into use; is durable with an expected life of two years or more; and has a unit cost of more than \$500 (Ref. AIDAR 752.245-70 and FAR 45.106.)*

{If Prime is Cooperative Agreement insert} *Definition of NXP Equipment: Applies Property must: 1) Be tangible; 2) Have expected life of more than one year; 3) Have per unit cost > \$5,000 (Ref. TITLE TO AND USE OF PROPERTY (JUNE 2012))*

{In the event immediate title and ownership transfer is obtained from USAID (and the authorized individual within the Cooperating Country Government, insert alternate article Alternate A: Title to and ownership of all “non-expendable property” (NXP) is hereby transferred to your organization as approved by USAID. The Recipient shall sign the “*Final Title and Ownership Transfer*” form and hereby acknowledges receipt of the equipment/materials and agrees to assume all responsibilities incident to ownership of the property.

- b. Title to and ownership of items listed as “expendable property” on Attachment Two is hereby transferred to your organization; no prior USAID approval is required for permanent title and ownership transfer.
- c. The Recipient agrees to use the equipment/materials strictly for the intended purpose/s listed in *Attachment One, Program Description*. All equipment shall be kept in the designated locations for use only as stated in *Attachment One* and shall not be removed from the office/designated location for personal or commercial use. The Recipient also agrees not to sell any of the equipment/materials provided under this Grant.
- d. The Recipient agrees that the equipment/materials provided under this award shall not be made available for use of military, police or security forces.
- e. DAI and USAID shall have access at all reasonable times to the premises in which any USAID property is located for the purpose of inspecting the equipment.

#### **Article Five: In-Kind Property Management Requirements:**

Recipient procedures for managing non-expendable property (NXP) as defined above, shall meet the following requirements:

- a. A control system must be developed by the Recipient for the property to ensure adequate safeguards.
- b. As part of this control system, property records shall be maintained that include a description of the NXP property, the DAI property item number affixed to each piece of property, a serial number or other identification number, the current fair market value of the property, the location, use and condition of the property. The Recipient agrees not to remove any inventory or other labels affixed on the property by DAI.
- c. Recipient agrees to provide a safe, secure environment for the equipment and to be responsible for any loss, destruction or damage while the property is in the Recipient’s possession. DAI will not be responsible for any loss or damage to the equipment while in the custody of the Recipient. Any loss, damage, or theft shall be reported to DAI immediately in writing, investigated and documented.
- d. The Recipient is responsible for and shall establish a program for the maintenance of any equipment and/or materials and make repairs as necessary. Recipient agrees to pay for the related maintenance and repairs for any property which is not still under warranty or service agreement covered under this grant.
- e. The Recipient shall, at a minimum, provide the equivalent insurance coverage for the property and equipment provided by DAI as provided to property owned by the recipient.
- f. No materials provided to the Recipient under this agreement may be sold or exported.

{In the event immediate title and ownership transfer is obtained from USAID, Delete Item G below:

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

### **Article Six: Termination**

- a. DAI may terminate this award at any time, in whole or in part, and take possession of the property for re- allocation and/or cancel the in-kind services following 15 days of written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.

Examples of failure to comply with the terms and conditions of the grant include:

1. The Recipient fails to carry out the program satisfactorily.
  2. The Recipient uses the equipment for other than the intended purpose/s listed in Attachment One.
  3. The Recipient removes the equipment from the office/designated location and/or sells any part of the equipment.
  4. The Recipient does not provide a safe and secure environment for the in-kind equipment provided.
  5. The Recipient fails to comply with any of the certifications or standard provisions included in *Attachments 4 and 5*, which are hereby incorporated. One example of failure to comply is if the Recipient or a key individual of the Recipient is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
- b. This award may be terminated at any time in whole or in part by the Recipient following 15 days of written notification to DAI with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if DAI determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, DAI may terminate the award in its entirety.
  - c. If at any time DAI or USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because funding was curtailed or reduced for the prime project, or continuation of the grant would not be in the national interest of the United States, then DAI may terminate this Grant in whole or part and cancel the portion of the Grant which has not been irrevocably committed to third parties.
  - d. DAI reserves the right to terminate this Grant should the Recipient become insolvent during performance of the award.
  - e. Upon receiving a notification of termination, the Recipient shall take immediate action to minimize all expenditures by the Recipient related to this in-kind grant.

## Article Seven: Branding and Marking

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

The USAID Identity is the official marking for USAID, comprised of the USAID logo and brand mark with the tagline "from the American people." The USAID Identity is on the USAID Web site at

[transition.usaid.gov/branding](http://transition.usaid.gov/branding). Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:

1. Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
  2. Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
  3. Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;
  4. Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
  5. Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.
- c. The recipient may submit a written request to DAI for an exception from USAID marking requirements when USAID marking requirements would:
    1. Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
    2. Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
    3. Undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;
    4. Impair the functionality of an item;
    5. Incur substantial costs or be impractical;
    6. Offend local cultural or social norms, or be considered inappropriate;
    7. Conflict with international law; or
    8. Present compelling safety or security concerns.

- d. Any approved waivers for DAI's prime contract/task order "flow down" to this Grant unless specified otherwise. Applicable DAI waivers are attached to this Grant.

**Article Eight: Other Terms and Conditions**

- a. **Certifications, Assurances, Other Statements of the Recipient**

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

- b. **Standard Provisions (Mandatory and Required as Applicable)**

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

- c. **Records**

The Recipient shall maintain inventory records and documents related to the in-kind property and/or services for at least three years after grant completion or longer if dictated by local law.

- d. **Controlling Language**

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

- e. **Notification of Changes**

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

- f. **Applicable Procurement Policies**

The Recipient acknowledges and agrees that all equipment, materials or services procured by DAI on behalf of the Recipient shall be in compliance with DAI procurement policies.

- g. **Responsibility of the Recipient**

The Recipient has full responsibility for executing the project or activity being supported by the in-kind grant and for complying with the award conditions. Although the Recipient is encouraged to ask for the opinion and support of DAI about any specific problems that may arise, this suggestion does not diminish the responsibility of the Recipient. The Recipient must apply solid technical and administrative criteria. The Recipient agrees to notify DAI about any significant problems associated with the administrative or financial aspects of the grant award. DAI will conduct monitoring of the Grant implementation, including site visits as appropriate

- h. **Disputes and Indemnification**

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

The Recipient hereby agrees to indemnify, defend and hold DAI, its affiliates and their respective officers, directors, employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses), suffered or incurred by the Recipient related to this Grant.

i. **Host Country Salary Supplements**

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

j. **Anti-Corruption and Anti-Bribery Policy**

DAI conducts business under the strictest ethical standards to assure the proper use of project resources, such as those provided through this in-kind grant. To assure grantees properly conduct business and perform the work, DAI policy and practice does not tolerate the following:

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

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

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

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

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

## **ATTACHMENT ONE: PROGRAM DESCRIPTION**

### **Program Description for {insert}.**

1. BRIEF STATEMENT OF PURPOSE/ PROJECT SUMMARY  
{insert}.
2. BACKGROUND  
{insert}.
3. PROGRAM GOALS AND OBJECTIVES  
{insert}.
4. DESCRIPTION OF PROGRAM ACTIVITIES/ RECIPIENT RESPONSIBILITIES
5. EXPECTED OUTCOMES  
{insert}.
6. DAI PROJECT OVERSIGHT AND MONITORING  
{insert}.
7. REPORTING REQUIREMENTS  
**\* Including Recipient Contribution reporting** *(Include when applicable.)*
8. COORDINATION REQUIREMENTS *(Include for OTI projects and when applicable.)*
9. SPECIAL INSTRUCTIONS *(Include for OTI projects and when applicable.)*

## ATTACHMENT TWO: LIST OF ITEMS TO BE PROVIDED IN-KIND

(Attach list of equipment/materials and/or services to be provided in the format below)

Two samples are included for illustrative purposes:

Sample #1

Description	Estimated Procurement Price (per Unit)	Estimated Total Procurement Price	Check if NXP	Check is Expendable
25 electric pumps	\$ _____			
40 hand pumps	\$ _____			
125 drip irrigation kits				
Workshop for Extension Farmers				
TOTAL CEILING OF IN-KIND GRANT	\$ _____ USD			

Sample #2

Description	Estimated Procurement Price (per Unit)	Estimated Total Procurement Price
Construction of Retaining Wall around Playground	\$ _____	
Playground equipment and installation	\$ _____	
TOTAL CEILING OF IN-KIND GRANT	\$ _____ USD	



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



**ATTACHMENT FOUR:  
 DOCUMENTATION OF RECIPIENT  
 CONTRIBUTION** (Note: Include when applicable.)

<b>IN-KIND GRANT NO.</b>	
<b>Recipient:</b>	[Beneficiary Name]
<b>Activity Name:</b>	
<b>Activity Number/Task Code:</b>	
<b>Prime Contract/TO Number:</b>	
<b>Prime Contract/TO Title:</b>	

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

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

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

[Recipient Name]

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

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

\_\_\_\_\_  
 Date

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

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

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

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

Part II – Key Individual Certification Narcotics Offenses and Drug Trafficking

Part III – Participant Certification Narcotics Offenses and Drug Trafficking

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

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

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

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

In addition, DAI will include the relevant “REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR FIXED OBLIGATION GRANTS TO NONGOVERNMENTAL ORGANIZATIONS when applicable.

**ANNEX 7: SAMPLE IN-KIND GRANT TO LOCAL GOVERNMENT FORMAT**



**IN-KIND GRANT (Local Government)**

*(In-Kind Equipment and/or Services)*

Between

**DAI Global, LLC.**

And

**{insert Local Government Office here}**

**GRANT NO: {Insert}**

**GRANT TITLE: {Insert}**

**Prime Contract/TO/COAG No.: {Insert}**

DAI Global, LLC. (also referred to as DAI) is pleased to award {insert} (also referred to as the Recipient), an in-kind, non-monetary grant of equipment/materials and/or services, as described in Attachments Two and Three, in support of

{insert project name.}

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

FOR DAI:	
Signature: Name: {insert} Title: {insert}	Date: {insert}

ACCEPTED AND CERTIFIED: As a legally authorized representative of the Recipient, by signing this Grant Agreement, the Recipient hereby certifies and agrees to comply with the terms and conditions as set forth in the agreement and the attachments listed on the Overview Page, which are incorporated as part of the Grant. FOR {RECIPIENT NAME} {insert}	
Signature: Name: {Authorized Representative name} Title: {insert}	Date: {insert}

## OVERVIEW PAGE

**ISSUED BY:** DAI Global, LLC.  
{insert project name}  
{insert project address}

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

**RECIPIENT:** {insert Local Government entity name}  
{insert address}

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

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

**PERIOD OF GRANT:** {insert}

**TYPE OF GRANT:** In-Kind Goods and/or Services

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

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

**PRIME CONTRACT/ TO NUMBER:** { Insert}

**PROJECT CODE AND TASK NUMBER:** {Insert only when applicable for the project}

**REGION:** {Insert when applicable}

### GRANT TITLE:

### ATTACHMENTS:

- |              |  |
|--------------|--|
| <b>One</b>   | <b>Standard Provisions</b>   |
| <b>Two</b>   | <b>Activity Description</b>  |
| <b>Three</b> | <b>List of Items (Equipment/Materials or Services) to be Provided In-Kind &amp; Budget</b> |
| <b>Four</b>  | <b>Branding Strategy and Marking Plan</b>  |
| <b>Five</b>  | <b>Documentation of Recipient Contribution</b>   |

### **Article One: Purpose of Grant**

The purpose of this grant is to provide in-kind, non-monetary support to the Recipient for the program described in *Attachment Two, Activity Description*. The in-kind equipment, materials and/or services to be provided by DAI under this grant is listed in *Attachment Three*.

DAI and the Recipient hereby agree to carry out their respective tasks related to the Activity described in this Agreement in accordance with (a) the terms of this Agreement and (b) any general agreement between the two governments regarding economic or technical cooperation [optional: title of the governing agreement such as SOAG].

### **Article Two: Period of Grant**

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

### **Article Three: Value of Award**

- a. The estimated value and ceiling of the USAID funded award is USD \${insert}. This ceiling represents an estimated cost for DAI's direct procurement of the equipment/materials and/or services; DAI shall not be liable for providing materials and/or services in excess of the USD ceiling amount. The local currency equivalent of the USD ceiling is \${insert} as of {insert date}.
- b. In the event the actual acquisition cost is less than the grant ceiling, no monetary disbursement or additional equipment/materials shall be provided to the Recipient for the variance. Increases in the grant ceiling or number of items provided in-kind will only be provided following written amendment.
- c. Recipient Contribution: The Recipient's contribution of materials/equipment and/or services will not be less than (\$ ) or (Insert amount) in local currency, including in-kind contributions. The USD equivalent was calculated at the exchange rate of [\$1 = {insert}].{If no contribution is required/applicable, enter USD 0.00}

The Recipient is required to report on and provide supporting documentation of its cash and in-kind contributions in support of the Grant {insert here how often- for ex. quarterly and at end of project) using *Attachment Five: Documentation of Recipient contribution*.

### **Article Four: Anti-Corruption and Anti-Bribery Policy**

DAI conducts business under the strictest ethical standards to assure the proper use of resources, such as those provided under this award. To assure grantees properly conduct business and perform the work, DAI policy and practice does not tolerate the following:

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

These acts of corruption will not be tolerated and may result in serious consequences, including termination of the award.

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

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

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



## ATTACHMENT ONE: STANDARD PROVISIONS

Article A:	Definitions.
Article B:	Implementation Letters.
Article C:	USAID Contribution.
Article D:	Recipient Contribution.
Article E:	Completion Date.
Article F:	Utilization of Goods and Services.
Article G:	Reserved
Article H:	Records and Inspections.
Article I:	Other Payments
Article J:	Branding and Marking.
Article K:	Reserved.
Article L:	Title/Ownership and In-Kind Property Management Requirements
Article M:	Suspension, Termination and Other Remedies.
Article N:	Investment Promotion
Article O:	Language of Agreement.
Article P:	Voluntary Family Planning (Include only if the grant will support family planning or population activities)
Article Q:	Prohibition on Assistance to Drug Traffickers
Article R:	Workers' Rights
Article S:	Trafficking in Persons
Article T:	Terrorist Financing
Article U:	Host Country Salary Supplements

**Article A:** Definitions. As used in this Attachment, "Agreement" means the Grant Agreement to which this Attachment is attached, and any amendments to the Grant Agreement. "Cooperating Country" means the country or territory of the Recipient. Terms used in this Attachment have the same meaning or reference as in the Agreement.

**Article B:** Implementation Letters. To assist the Recipient in the implementation of this Agreement, USAID may from time to time, issue Implementation Letters ("ILs") that will furnish additional information about matters stated in this Agreement. Implementation letters which are jointly agreed upon between USAID, DAI and the cooperating country may also be issued to confirm and record their mutual understanding on aspects of implementation of this Agreement.

**Article C:** USAID Contribution.

Section C.I. DAI shall procure the property and/or goods utilizing USAID funding in accordance with the laws and regulations of the United States Government.

Section C.2. If at any time DAI or USAID determines that the estimated ceiling for in-kind goods/services exceeds the amount which reasonably can be incurred in support of this agreement, DAI may upon written notice to the Recipient, reduce the amount of the Grant.

**Article D: Recipient Contribution.** The Recipient will make available its contribution prior to the Completion Date. Services shall be deemed to be contributed when performed and goods shall be deemed to be contributed when furnished.

**Article E: Completion Date.**

Section E.1. The Completion Date, which is set forth on the Overview Page and Article Two of this Agreement, or such other date as the Parties may agree to and modify this grant in writing, is the date by which the Parties agree that the activity will be completed.

Section E.2. DAI will not provide in-kind materials/equipment and/or services to the Recipient after the Completion Date.

**Article F: Utilization of Goods and Services.** The Recipient agrees to use the equipment/materials will be devoted to this activity and used strictly for the intended purpose/s listed in *Attachment Two, Activity Description*. All equipment shall be kept in the designated locations for use only as stated in *Attachment Two* and shall not be removed from the office/designated location for personal or commercial use.

The Recipient agrees that the equipment/materials provided under this award shall not be made available for use of military, police or security forces.

**Article G: Reserved**

**Article H: Records and Inspection**

- a. Inventory Records. The Recipient shall maintain inventory records and documents for at least three years after grant completion or a longer period, if dictated by local law.
- b. Recipient Contribution Records. When requested, the Recipient shall furnish DAI accounting records as documentation of Recipient contribution and such other information and reports relating to the Agreement.
- c. Opportunity to Audit or Inspect. The Recipient shall afford authorized representatives of DAI or USAID access at all reasonable times to the premises on which any USAID property is located or services provided for the purpose of inspecting and reviewing the utilization of equipment or activities financed under the in-kind agreement, and books, records and other documents relating to the Agreement.

**Article I: Other Payments.** Recipient affirms that no payments have been or will be received by any official of the Recipient in connection with the procurement of goods or services financed under this Agreement, except fees, taxes, or similar payments legally established in the country of the Recipient.

**Article J: Branding and Marking.**

- a. It is USAID policy is that all programs, projects, activities, public communications, and commodities, partially or fully funded by USAID must be marked appropriately overseas with the USAID Identity. Recipient understands that DAI must comply with

- USAID's branding guidelines and Recipient agrees to cooperate with DAI in this regard.
- b. The Recipient agrees not to remove DAI's branding and marking of equipment/goods, identification of activity sites and activities funded through this in-kind grant. Recipient agrees to cooperate fully with DAI in publicity of this program to which the United States has contributed as described in *Attachment Four, Branding Strategy and Marking Plan* and Implementation Letters, if any.
  - c. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brand mark with the tagline "from the American people." The Recipient understands that DAI is required to mark the following:
    1. Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
    2. Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
    3. Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;
    4. Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
    5. Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.
  - d. DAI may submit a written request to USAID for an exception from USAID marking requirements when marking requirements would:
    1. Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
    2. Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
    3. Undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;
    4. Impair the functionality of an item;
    5. Incur substantial costs or be impractical;
    6. Offend local cultural or social norms, or be considered inappropriate;
    7. Conflict with international law; or
    8. Present compelling safety or security concerns.
  - e. Any approved waivers for DAI's prime contract/task order "flow down" to this Grant unless specified otherwise. Applicable DAI waivers are attached to this Grant.

**Article K: Reserved**

**Article L: Title/Ownership and In-Kind Property Management Requirements**

{If Prime is Contract/Task Order insert} Definition of NXP: property which is complete in itself and does not lose its identity or become a component part of another article when put into use; is durable with an expected life of two years or more; and has a unit cost of more than \$500 (Ref. AIDAR 752.245-70 and FAR 45.106.)

{If Prime is Cooperative Agreement insert} Definition of NXP Equipment: Applies Property must: 1) Be tangible; 2) Have expected life of more than one year; 3) Have per unit cost > \$5,000 (Ref. TITLE TO AND USE OF PROPERTY (JUNE 2012))

Choose either “L.1.” or “Alternate L.1.”

Section L.1. The Recipient shall acknowledge receipt and custody of any equipment/materials with a “Property Placement and Use Agreement” form provided by DAI which shall be signed by the Recipient and submitted to DAI at the time of delivery.

Title to and ownership of all “non-expendable property” (NXP) provided in-kind under this Grant remains with {enter “USAID” or “the cooperating country” here depending on the terms of your prime agreement} until such time DAI receives approval from USAID (and the authorized individual within the Cooperating Country Government via USAID) for final ownership transfer to your organization. Written approval from USAID is required prior to the final permanent transfer and ownership of the property to the Recipient.

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

-----

{In the event immediate title and ownership transfer is obtained from USAID (and the authorized individual within the Cooperating Country Government, insert alternate section L.1.:

Alternate Section L.1. Title to and ownership of all “non-expendable property” (NXP) is hereby transferred to your organization as approved by USAID and (and the authorized individual within the Cooperating Country Government via USAID). The Recipient will sign the “Final Title and Ownership Transfer” form and assume all responsibilities incident to ownership of the property.

Section L.2. Title to and ownership of items listed as “expendable property” on Attachment Three is hereby permanently transferred to your organization; no prior USAID approval is required for permanent title and ownership transfer.

Section L.3. A control system must be developed by the Recipient for the property to ensure adequate safeguards. As part of this control system, property records shall be maintained that include a description of the NXP property, the DAI property item number affixed to each piece of property, a serial number or other identification number, the current fair market value of the property, the location, use and condition of the property. Recipient will not remove any property identification labels DAI has affixed to equipment.

Section L.4. Recipient agrees to provide a safe, secure environment for the equipment and to be responsible for any loss, destruction or damage while the property is in the Recipient's possession. DAI will not be responsible for any loss or damage to the equipment while in the custody of the Recipient. Any loss, damage, or theft shall be reported to DAI immediately in writing, investigated and documented.

Section L.5. The Recipient is responsible for and shall establish a program for the maintenance of any equipment and/or materials and make repairs as necessary. Recipient agrees to pay for the related maintenance and repairs for any property which is not still under warranty or service agreement covered under this grant.

Section L.6. The Recipient shall, at a minimum, provide the equivalent insurance coverage for the property and equipment provided by DAI as provided to property owned by the recipient.

Section L.7. No materials provided to the Recipient under this agreement may be sold or exported.

{In the event immediate title and ownership transfer is obtained from USAID (and Cooperating Country via USAID), use Alternate Section L.I and delete Section L.8 below:

Section L.8. A complete, physical inventory of all USAID NXP property must be taken and submitted to DAI at least once a year on the anniversary of the grant and upon request at such time USAID approval is sought for final title/ ownership transfer.

**Article M: Suspension, Termination and Other Remedies.**

Section M.1. Suspension and Termination.

- a. DAI may terminate this award at any time, in whole or in part, and take possession of the property for re-allocation and/or cancel the in-kind goods or services following 30 days of written notice to the Recipient, if
  - (i) the Recipient fails to carry out the program satisfactorily, (ii) the Recipient uses the equipment for other than the intended purposes, (iii) the Recipient removes the equipment from the office/designated location and o/or sells any part of the equipment, (iv) the Recipient does not provide a safe and secure environment for the in-kind equipment provided, (v) The Recipient fails to comply with any provision of this Agreement, (vi) An event occurs that DAI and/or USAID determines makes it improbable that the result or related objective of this Agreement or the assistance program will be attained or that the Recipient will be able to perform its obligations under this Agreement, or (vii) any use of USAID funds to procure equipment or services as contemplated would be in violation of the legislation governing DAI or USAID, whether now or hereafter in effect.
- b. This award may be terminated at any time in whole or in part by the Recipient following 30 days of written notification to DAI with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if DAI determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, DAI may terminate the award in its entirety.

- c. If at any time USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because funding was curtailed or reduced for the prime project, or continuation of the grant would not be in the national interest of the United States, then DAI may terminate this Grant in whole or part and cancel the portion of the Grant which has not been irrevocably committed to third parties. In addition, upon such full or partial suspension or termination, USAID may, at USAID's expense, direct that title to goods financed under this Agreement, or under the applicable portion of this Agreement, be transferred to DAI or another party if the goods are in a deliverable state.

Section M.2. Return of Property

- a. If the failure of Recipient to comply with any of its obligations under this Agreement has the result that in-kind equipment/materials financed or supported under this Agreement are not used effectively in accordance with this Agreement, USAID may require the Recipient to return all or any part of the goods within sixty (60) days after receipt of a request therefore.
- Section M.3. Non-waiver of Remedies. No delay in exercising any right or remedy accruing to a Party in connection with its financing under this Agreement will be construed as a waiver of such right or remedy.

**Article N: Investment Promotion.**

Section N.1. Except as specifically outlined in the Grant Activity Description or otherwise authorized in writing by USAID, no in-kind support provided hereunder may be used for any activity that involves financial incentives or other assistance for U.S. companies to relocate abroad if it is likely to result in the loss of U.S. jobs.

Section N.2. In the event the Recipient wishes to provide any assistance with investment promotions which is not already outlined and approved in the Grant Activity Description, clarification is required from DAI as to whether the activity would be consistent with the limitations set forth below. The Recipient must notify DAI and provide a detailed description of the proposed activity and not proceed with the activity until advised by DAI that it may do so.

Section N.3. None of the activities (or similar activities) defined as prohibited activities in ADS 225.3.1.5 may be funded under this in-kind grant. Activities which fall into this category include, but the list is not all inclusive:

- a. Financial incentives for U.S. firms to relocate
- b. Feasibility studies, research services, travel to the host country, technical or management services where the intent is to induce U.S. firms to relocate;
- c. Investment promotion missions to the U.S. where the intent is to induce U.S. firms to relocate
- d. Training of workers for firms that intend to relocate

Section N.4. A list of illustrative activities that are permitted, although they have a trade or investment orientation include, but is not all-inclusive:

- a. Policy dialogue designed to improve financial and capital markets of the country

- b. Enhancing the competitiveness of local producers
- c. Strengthening business associations and free trade associations
- d. Development of business service industries that target local enterprise
- e. Microenterprise and small business development

See DAI for a complete list of permitted activities.

Section N.5 A list of generally permitted activities that must be cleared with USAID prior to engaging in the “gray- area” activities and listed in the Activity Description include:

- a. Financing of trade fairs, exhibitions and investment seminars in the host country
- b. Technical assistance in establishing linkages with U.S. businesses

See DAI for a complete list of generally permitted, “gray-area” activities.

**Article O:** Language of Agreement. If this Agreement is prepared in a language in addition to English, the English language version will control in the event of ambiguity or conflict between the two versions.

Article P: Voluntary Family Planning (Bilateral Populating Activities)(*Insert only if grant will finance voluntary family planning or population activities.*) If not required, insert “Reserved.”

The Parties agree that all DAI funds provided under this Agreement shall be used in accordance with applicable United States policy and statutory requirements relating to voluntary family planning projects, and that none of the DAI funds provided under this Agreement, or goods or services financed by such funds, may be used for:

- 1. the performance of abortion as a method of family planning or to motivate or coerce any person to practice abortions;the performance of involuntary sterilizations as a method of family planning or to coerce or provide any financial incentive to any person to undergo sterilizations; or
- 2. any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a method family planning.
- 3. USAID may issue implementation letters that more fully describe the requirements of this section.

a. Voluntary Participation and Family Planning Methods

- 1. The Recipient shall take any steps necessary to ensure that DAI funds made available under this Agreement will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the Recipient shall conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.
- 2. Activities which provide family planning services or information to individuals, financed in whole or in part under this Agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

b. Requirements for Voluntary Family Planning Projects

- 1. A family planning “project” must comply with the requirements of this paragraph.



2. A “project” is a discrete activity through which a governmental or nongovernmental organization provides family planning services to people and for which Development Assistance funds, or goods or services financed with such funds, are provided under this Agreement, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.
  3. Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.
  4. The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.
  5. No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.
  6. The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.
  7. The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.
  8. With respect to projects for which DAI provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subagreement under paragraph (e), the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.
  9. The Recipient shall notify DAI when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph; (ii) the Recipient shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify DAI about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project. (iii) The Recipient shall provide DAI such additional information about violations as DAI may request.
- c. Additional Requirements for Voluntary Sterilization Programs



1. None of the funds provided under this Agreement shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
  2. The Recipient shall ensure that any surgical sterilization procedures supported in whole or in part by this Agreement are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed; the attendant discomforts and risks; the benefits to be expected; the availability of alternative methods of family planning; the purpose of the operation and its irreversibility; and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.
  3. Further, the Recipient shall document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately, a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.
  4. The Recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.
- d. Abortion restrictions
1. None of the DAI funds provided under this Agreement shall be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to women to coerce or motivate women to have abortions; (iii) payments to persons to perform abortions or to solicit women to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for abortion.
  2. None of the DAI funds provided under this Agreement shall be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.
- e. Requirement for Sub-agreements

The Recipient shall insert these requirements in all sub-agreements involving family planning or population activities which will be supported in whole or in part with DAI funds under the Agreement.”

**Article Q: Prohibition on Assistance to Drug Traffickers**

- a. DAI reserves the right to terminate this Agreement or take other appropriate measures if the Recipient or a key individual of the Recipient is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.

[If there are COVERED PARTICIPANTS]

- b. DAI reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by DAI who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.

**Article R: Workers’ Rights.**

Section R.1. Except as specifically set forth in the Grant or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves workers’ rights in a foreign country.

Section R.2. In the event the Recipient is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the Recipient must notify DAI and provide a detailed description of the proposed activity. The Recipient must not proceed with the activity until advised by DAI that it may do so.

Section R.3. The Recipient must ensure that all employees and subcontractors and sub-recipients providing employment- related services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all subcontracts and other sub-agreements entered into hereunder.

**Article S: Trafficking in Persons.**

Section S.1. DAI is authorized to terminate this grant if the Recipient or its employees, engage in any of the following conduct:

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

Section S.2. For purposes of this provision, “employee” means and individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer or the Recipient or any Subrecipient.

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

**Article T: Preventing Terrorist Financing**

Section T.I. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism. In addition, the Recipient must verify that no support or resources are provided to individuals or entities, nor is any equipment procured from entities that appear on the OFAC Specially Designated Nationals List (SDN) and the database formerly known as EPLS, now searchable at [www.sam.gov](http://www.sam.gov)

**Article U:.** Host Country Salary Supplements

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

## **ATTACHMENT TWO: ACTIVITY DESCRIPTION**

Activity Description for {insert}.

1. **BRIEF STATEMENT OF PURPOSE/ PROJECT SUMMARY**  
{insert}
2. **BACKGROUND & JUSTIFICATION**  
{insert}
3. **PROGRAM GOALS AND OBJECTIVES**  
{insert}
4. **DESCRIPTION OF PROGRAM ACTIVITIES/ RECIPIENT RESPONSIBILITIES**  
{insert}
5. **EXPECTED OUTCOMES (including beneficiaries)**  
{insert}
6. **DAI PROJECT OVERSIGHT AND MONITORING**  
{insert}
7. **REPORTING REQUIREMENTS**  
\* Including Recipient Contribution reporting (*Include when applicable.*)
8. **COORDINATION REQUIREMENTS** (*Include for OTI projects and when applicable.*)
9. **SPECIAL INSTRUCTIONS** (*Include for OTI projects and when applicable.*)

## ATTACHMENT THREE: LIST OF ITEMS TO BE PROVIDED IN-KIND & BUDGET

(Attach list of equipment/materials and/or services to be provided in the format below)  
 Two samples are included for illustrative purposes:

### Sample #1

Description	Estimated Procurement Price (per Unit)	Estimated Total Procurement Price	Check if NXP	Check is Expendable
25electric pumps	\$ _____			
40 hand pumps	\$ _____			
125 drip irrigation kits				
Workshop for Extension Farmers				
TOTAL CEILING OF IN-KIND GRANT	\$ _____ USD			

### Sample #2

Description	Estimated Procurement Price (per Unit)	Estimated Total Procurement Price
Construction of Retaining Wall around Playground	\$ _____	
Playground equipment and installation	\$ _____	
TOTAL CEILING OF IN-KIND GRANT	\$ _____ USD	

## **ATTACHMENT FOUR: BRANDING STRATEGY AND MARKING PLAN**



## ATTACHMENT FIVE: DOCUMENTATION OF RECIPIENT CONTRIBUTION

<b>IN-KIND GRANT NO.</b>	
<b>Recipient:</b>	[Beneficiary Name]
<b>Activity Name:</b>	
<b>Activity Number/Task Code:</b>	
<b>Prime Contract/TO Number:</b>	
<b>Prime Contract/TO Title:</b>	

This is to certify that [Beneficiary] contributed the following labor/materials/goods/cash/use of equipment or Conference room as part of its counterpart contribution in support of the above referenced Grant during the reporting period below:

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

Certified by:

*[Recipient Name]*

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

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

\_\_\_\_\_  
Date

## **ANNEX 8: CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENTS OF THE RECIPIENT**

### **I. Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs**

*Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.*

- a. The recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the Cooperative Agreement for which application is being made, it will comply with the requirements of:
  - i. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;
  - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;
  - iii. The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;
  - iv. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and
  - v. USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.
- b. If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.
- c. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which was approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the recipient, its successors, transferees, and



assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

RFA/APS No. \_\_\_\_\_  
Application No. \_\_\_\_\_  
Date of Application \_\_\_\_\_  
Name of Recipient \_\_\_\_\_  
Typed Name and Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

## 2. Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

"The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

RFA/APS No. \_\_\_\_\_  
Application No. \_\_\_\_\_  
Date of Application \_\_\_\_\_  
Name of Recipient \_\_\_\_\_  
Typed Name and Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

### **3. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)**

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

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

RFA/APS No. \_\_\_\_\_  
Application No. \_\_\_\_\_  
Date of Application \_\_\_\_\_  
Name of Recipient \_\_\_\_\_  
Typed Name and Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

### **4. Certification Regarding Terrorist Financing, Implementing Executive Order 13224**

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

- a. 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.
- b. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
  - i. 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 is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC), or (ii) is not included in any

- supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
- ii. 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>.
  - iii. 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.
  - iv. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
- c. For purposes of this Certification-
- i. “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.”
  - ii. “Terrorist act” means-
    - 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
    - an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
    - 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.
  - iii. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.
  - iv. 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.
  - v. The Recipient’s obligations under paragraph I 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.

RFA/APS No. \_\_\_\_\_  
Application No. \_\_\_\_\_  
Date of Application \_\_\_\_\_  
Name of Recipient \_\_\_\_\_  
Typed Name and Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

### 5. Survey on Ensuring Equal Opportunity for Applicants

OMB NO. 1890-0014 EXP. 02/28/09

Purpose: The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

Instructions for Submitting the Survey: If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

---

Applicant's (Organization) Name: \_\_\_\_\_

Applicant's DUNS Number: \_\_\_\_\_

Federal Program: \_\_\_\_\_ CFDA Number: \_\_\_\_\_

---

1. Has the applicant ever received a grant or contract from the Federal government?

Yes No

2. Is the applicant a faith-based organization?

Yes No

3. Is the applicant a secular organization?

Yes No

4. Does the applicant have 501(c)(3) status?

Yes No

5. Is the applicant a local affiliate of a national organization?

Yes No

6. How many full-time equivalent employees does the applicant have? *(Check only one box.)*

- 3 or Fewer
- 4-5
- 6-14
- 15-50
- 51-100
- over 100

7. What is the size of the applicant's annual budget? *(Check only one box.)*

- Less Than \$150,000
- \$150,000 - \$299,999
- \$300,000 - \$499,999
- \$500,000 - \$999,999
- \$1,000,000 - \$4,999,999
- \$5,000,000 or more

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### Survey Instructions on Ensuring Equal Opportunity for Applicants

**Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number.**

1. Self-explanatory.
2. Self-identify.
3. Self-identify.
4. 501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.
5. Self-explanatory.
6. For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.
7. Annual budget means the amount of money your organization spends each year on all of its activities.

### Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1890-0014. The time required to complete this information collection is estimated to average five (5) minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time

estimate(s) or suggestions for improving this form, please write to: The Agency Contact listed in this grant application package.

OMB No. 1890-0014 Exp. 02/28/0

## 6. Data Universal Numbering System (DUNS) Number

- a. In the space provided at the end of this provision, the recipient should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Recipients should take care to report the number that identifies the recipient's name and address exactly as stated in the application.
- b. The DUNS is a 9-digit number assigned by Dun and Bradstreet Information Services. If the recipient does not have a DUNS number, the recipient should call Dun and Bradstreet directly at 1-800-333- 0505. A DUNS number will be provided immediately by telephone at no charge to the recipient. The recipient should be prepared to provide the following information:
  - Recipient's name.
  - Recipient's address.
  - Recipient's telephone number.
  - Line of business.
  - Chief executive officer/key Coordinator.
  - Date the organization was started.
  - Number of people employed by the recipient.
  - Company affiliation.
- c. Recipients located outside the United States may e-mail Dun and Bradstreet at [globalinfo@dbisma.com](mailto:globalinfo@dbisma.com) to obtain the location and phone number of the local Dun and Bradstreet Information Services office.

The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system. DUNS: \_\_\_\_\_

## 7. Key Individual Certification Narcotics Offenses and Drug Trafficking

I hereby certify that within the last ten years:

- a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
- b. I am not and have not been an illicit trafficker in any such drug or controlled substance.
- c. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

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

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

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

Title/Position: \_\_\_\_\_

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

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**NOTICE:**

- a. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
- b. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

**8. Participant Certification Narcotics Offenses and Drug Trafficking**

- a. I hereby certify that within the last ten years:
  - I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
  - I am not and have not been an illicit trafficker in any such drug or controlled substance.
  - I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.
- b. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

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

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

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

Title/Position: \_\_\_\_\_

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

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**NOTICE:**

- a. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.
- b. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

**ANNEX 9: ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY  
QUESTIONNAIRE FOR DAI GLOBAL LLC GRANT RECIPIENTS**

**Accounting System and Financial Capability Questionnaire For DAI Global LLC Grant Recipients**

The main purpose of this questionnaire is to understand the systems adopted by your institution for financial oversight and accounting of grant funds, especially those provided through the U.S. Federal Government. The questionnaire will assist DAI Global LLC program and accounting staff to identify the extent to which your institution's financial systems match the requirements of the U.S. Federal Government. This information will help the program staff work with you and your institution to review any problem areas that may be identified; thereby avoiding any problems or oversights which would be reportable should an audit of the program or institution be required.

The questionnaire should be completed by the financial officer of your institution in collaboration with DAI Global LLC program staff. This questionnaire is informational only, and will not have any bearing on the agreement to support your institution based on the technical merit of the application. Therefore, please answer all questions to the best of your knowledge.

While 2CFR 200 does not cover awards to non-U.S. recipients, DAI Global LLC shall rely on the standards established in that regulation in determining whether potential non-U.S. recipients are responsible to manage Federal funds. A determination shall be made on the potential recipient's ability, or potential ability, to comply with the following USAID and federal-wide policies:

1. 2 CFR 200.300 -200.309 (Standards for Financial and Program Management)
2. 2CFR200.310 – 200.316 (Property Standards)
3. 2CFR 200.317 -200.326 (Procurement Standards) and
4. 2CFR 200.327 -200.332 (Performance and Financial Monitoring and Reporting) .

**SECTION A: General Information**

Please complete this section which provides general information on your institution.

Name of  
Institution:

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Name of Person Filling out  
Questionnaire:

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Mailing Address:

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Street Address (if  
different)

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Telephone, Fax, Email (if applicable)

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Enter the beginning and ending dates of your institution's fiscal year:

From: (Month, Day) \_\_\_\_\_ To: (Month, Day) \_\_\_\_\_

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### **SECTION B: Internal Controls**

Internal controls are procedures which ensure that: 1) financial transactions are approved by an authorized individual and are consistent with U.S. laws, regulations and your institution's policies; 2) assets are maintained safely and controlled; and 3) accounting records are complete, accurate and maintained on a consistent basis. Please complete the following questions concerning your institution's internal controls.

1. Does your institution maintain a record of how much time employees spend on different projects or activities?

Yes: .      No: .

2. If yes, how?

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3. Are timesheets kept for each paid employee?

Yes: .      No: .

4. Do you maintain an employment letter or contract which includes the employee's salary?

Yes: .      No: .

5. Do you maintain inventory records for your institution's equipment?

Yes: .      No: . (if no, explain)

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6. How often do you check actual inventory against inventory records?

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7. Are all financial transactions approved by an appropriate official? Yes:  No:
8. The person responsible for approving financial transactions is: \_\_\_\_\_ Title: \_\_\_\_\_
9. Is the person(s) responsible for approving transactions familiar with U.S. Federal Cost principles as described in OMB Circular A-122?  
Yes:  No:
10. Does your institution use a payment voucher system or some other procedure for the documentation of approval by an appropriate official?  
Yes:  No:
11. Does your institution require supporting documentation (such as original receipts) prior to payment for expenditures?  
Yes:  No:
12. Does your institution require that such documentation be maintained over a period of time?  
Yes:  No:   
If yes, how long are such records kept?  
\_\_\_\_\_
13. Are different individuals within your institution responsible for approving, disbursing, and accounting of transactions?  
Yes:  No:
14. Are the functions of checking the accuracy of your accounts and the daily recording of accounting data performed by different individuals?  
Yes:  No:
15. Who would be responsible for financial reports?  
\_\_\_\_\_

### **SECTION C: Fund Control and Accounting Systems**

Fund Control essentially means that access to bank accounts and/or other cash assets is limited to authorized individuals. Bank balances should be reconciled periodically to the accounting records. If cash cannot be maintained in a bank, it is very important to have strict controls over its maintenance and disbursement.

An Accounting System accurately records all financial transactions, and ensures that these transactions are supported by documentation. Some institutions may have computerized accounting systems while others use a manual system to record each transaction in a ledger. In all cases, the expenditure of funds provided by the

USAID-funded program must be properly authorized, used for the intended purpose, and recorded in an organized and consistent manner.

1. Does your institution maintain separate accounting of funds for different projects by:

Separate bank accounts: .

A fund accounting system: .

2. Will any cash from the grant funds be maintained outside a bank (in petty cash funds, etc.)?

Yes: . No: .

If yes, please explain the amount of funds to be maintained, the purpose and person responsible for safeguarding these funds.

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3. If your institution doesn't have a bank account, how do you ensure that cash is maintained safely?

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4. Does your institution have written accounting policies and procedures?

Yes: . No: .

5. How do you allocate costs that are "shared" by different funding sources, such as rent, utilities, etc.?

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6. Are your financial reports prepared on a:

Cash basis: . Accrual basis: .

7. Is your institution's accounting system capable of recording transactions, including date, amount, and description?

Yes: . No: .

8. Is your institution's accounting system capable of separating the receipts and payments of the grant from the receipts and payments of your institution's other activities?

Yes: . No: .

9. Is your institution's accounting system capable of accumulating individual grant transactions according to budget categories in the approved budget?

Yes: .      No: .

10. Is your institution's accounting system designed to detect errors in a timely manner?

Yes: .      No: .

11. How will your institution make sure that budget categories and/or overall budget limits for the grant will not be exceeded?

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12. Are reconciliations between bank statements and accounting records performed monthly and reviewed by an appropriate individual?

Yes: .      No: .

13. Briefly describe your institution's system for filing and keeping supporting documentation.

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#### **SECTION D: Audit**

The grant provisions require recipients to adhere to USAID regulations, including requirements to maintain records for a minimum of three years to make accounting records available for review by appropriate representatives of USAID or DAI Global LLC and, in some cases, may require an audit to be performed of your accounting records. Please provide the following information on prior audits of your institution.

1. Is someone in your institution familiar with U.S. government regulations concerning costs which can be charged to U.S. grants "Cost Principles for Nonprofit Institutions" and 2150 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non- Profit Institutions")?

Yes: .      No: .

2. Do you anticipate that your institution will have other sources of U.S. government funds during the period of this grant agreement?

Yes: .      No: .

3. Do you anticipate spending U.S. government funds in excess of \$300,000 during the period October 1 through September 30

Yes: .      No: .

4. Have external accountants ever performed an audit of your institution's financial statements?

Yes: .      No: .

If yes, please provide a copy of your most recent report.

5. Does your institution have regular audits?

Yes: .      No: .

If yes, who performs the audit and how frequently is it performed?

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6. If you do not have a current audit of your financial statements, please provide this office with a copy of the following financial statements, if available:

- a. A "Balance Sheet" for the most current and previous year; and
- b. An "Income Statement" for the most current and previous year.

7. Are there any circumstances that would prevent your institution from obtaining an audit?

Yes: .      No: .

If yes, please provide details:

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**ANNEX 10: CHECKLISTS FOR MASTER FILE AND RFA/APS FILE**

**The Master File\* must contain the following documents, which must be clearly labeled and filed in binders in the order below. (Note: Main sections of documents (I-IV) should be separated into individual binders. Numbered items (1., 2., etc.,) should have a separate tabs with labels.)**

Section/Binder	Title	Tab	Title	Reference in Grants Program Implementation Manual	Check One		Comments
					Yes	N/A	
I	Grant Documents						
		1	Signed grant agreement, including budget and any amendments (amendments on top)	Section			
		2	Signed grant concurrence from USAID & request for concurrence. Where applicable, additional concurrence from USAID and requests for concurrence.	Section			
		3	Negotiation memorandum	Section			
		4	Application from grantee	Section			
		5	Pre-award responsibility determination (perguidance found in ADS 303 (303.3.9))	Section			
			<i>In determining if the prospective grant recipient has the management capacity to plan and carry out the assistance award, some or all of the following may be required, depending on the size and complexity of the grant and/or the previous experience of the prospective grantee. The aim is to get as much information as possible in making the responsibility determination. For further info., see ADS 303.3.9</i>	Section			
			a. completed financial capability questionnaire	Section			
			b. copy of most recent audit, if no recent	Section			
			audit, "Balance Sheet", "Income Statement" for the most current and previous fiscal year				
			c. incorporation papers or certificate of registration and statute	Section			
			d. summary of relevant past performance - including type of contract/grant, contract/grant value, title, client (and contact information, if available)	Section			
			e. if applicable - NICRA, or if no NICRA, the profit and loss statements which include detail of the total costs of goods and services sold, by information of the applicant's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost allocation method	Section			

			f. organizational chart, if available	Section			
			g. cash flow, description of management structure and/or oversight procedures, if available	Section			
			h. copy of applicant's accounting manual, if available	Section			
			i. copy of applicant's operations manual, if available	Section			
			j. copy of purchasing policies and description of the applicant's purchasing system (for large grantees), if available	Section			
			k. any other pertinent information regarding the applicant (please explain in "comments" section)	Section			
		6	Print-outs of debarment and terrorist financing searches	Section			
			a. US Government Excluded Parties List	Section			
			b. List of Specially Designated Nationals and Blocked Persons	Section			
		7	Grant correspondence	n/a			
II	Procurement Documents			Section			
		1	Bidding documentation such as RFQ and bid matrix	Section			
		2	Procurement negotiation memorandum	Section			
		3	Inventory list of each single item (goods and equipment) worth \$5,000 or more that was purchased either with grant funds or by DAI Global LLC.	Section			
III	Financial Reports			Section			
		1	Financial reports from grantee (these can be stored in separate binders, but kept in same location)	Section			
		2	The financial reports themselves may be included in the grant file, or there can be a spreadsheet that cross-references grant payments with separate field-based Finance Department files. This permits an auditor to look up original receipts and other financial documentation for each grant as needed.	Section			
IV	Reporting and Evaluation Documents			Section			
		1	Final reports from Grantee	Section			
		2	Monitoring reports	Section			
		3	Impact assessments	Section			
		4	Additional demonstration of activities (i.e. photographs, cassette tapes of radio PSA, video tapes of conference events, newspaper clippings, and so on.)	Section			
*The RFA should be included in a separate file at the beginning of the master files for successful grant recipients							
**Grant paperwork beyond a single copy of the items on this checklist can be disposed of after closeout.							

<b>RFA/APS file must include the following, in this order (numbered items (1., 2., etc.,) should be separated by tabs and clearly labeled):</b>					
Section/Tab	Title	Reference in Grants Program Implementation Manual	Check One		Comments
			Yes	N/A	
1	RFA	Section			
2	List of review panel members	Section			
3	Signed review panel by-laws, if applicable	Section			
4	Summary of all evaluations and ratings	Section			
5	Review panel score sheets and any other relevant correspondence, comments or information	Section			
6	Copies of rejected grant proposals/applications	Section			
7	Letters to rejected grant applicants	Section			



## ANNEX II: SAMPLE MEMORANDUM OF NEGOTIATION

### Negotiation Memorandum

**Grantee: Jane Goodall Institute – Uganda (JGI)**  
**DAI Global LLC Prime Contract No. 617-C-00-03-00011-00, PRIME/West**

#### **Budongo Forest Ecotourism Project.**

As a Grantee, Jane Goodall Institute – Uganda (JGI) will support DAI Global LLC in the implementation of the PRIME/West activity. This Grant will be funded through the PRIME/West Special Activities Fund (SAF). JGI will support PRIME/West in implementing the Budongo Forest Ecotourism Project. Specifically, JGI will carry out activities that increase the revenue generated from non-extractive activities that enable financial support to conservation of Budongo Forest Reserve by; establishing management and revenue sharing Agreements between NFA and the Grantee for the long term management of Kaniyo Pabidi and Busingiro sites; training field personnel in ecotourism activities in chimpanzee ecology and habituation, forest ecology together with interpretative principles; The Grantee will improve visitor facilities at Kaniyo Pabidi and Busingiro by building a new visitor centre, accommodation and amenities, renovation of existing buildings at Busingiro, and extension to the existing trail network within the forest. The Grantee will train communities in conservation issues, will establish an operational environmental education centre at Busingiro and implement an ongoing educational programme for primary school children within the peripheries of the of the reserve.

A summary of the procurement process for this Grant is outlined below:

- The potential Grantee submitted an unsolicited concept paper that was reviewed and evaluated together with other unsolicited concept papers and applications that had been received. Other unsolicited concept papers and applications were received from the following applicants;
  - i. Abanya - Rwenzori Mountaineering Association (AMA),
  - ii. Classic Africa Safaris
  - iii. Association for the Advancement of Sustainable Rural Development (ASASURUDE)
  - iv. Community Volunteer Initiative for Development (COVOID)
  - v. Volcanoes Safaris.
- The concept papers and applications were circulated to the SAF review and evaluation panel members (composed of the project COR, PRIME/West SAF Coordinator, COP, and two PRIME/West Team Leaders) on March 01, 2006 and they were competitively reviewed in accordance with ADS303, the approved PRIME/West SAF policy and procedures manual and with reference to their linkage in contributing to PRIME/West's activities and results as well as fitting within USAID programmatic Objective number 7 (SO7). Of all the five applicants, the review and evaluation panel approved Jane Goodall Institute. A written evaluation of the application was prepared by the review panel and is on file at the PRIME/West office.
- As a result of discussions between PRIME/West and the Awardee, a final submission was received.

- The SAF Coordinator circulated the final submission to PRIME/West technical staff for their comments and it was on the basis of the comments that were received and discussions with the Awardee that the final program description was developed.
- The uniqueness, proprietary ness and innovativeness of the activity to merit USAID funding and how it fits within USAID SO7 is attached in a separate communication.
- The PRIME/West SAF Coordinator conducted a pre-award responsibility and due diligence assessment of the awardee. The pre-award responsibility assessment was conducted in accordance with ADS E303.5.9 (b,) and (c.) as well as PRIME/West’s policies and procedures. The assessment included:
  - Obtaining copies of and reviewing independent audited financial statements for the last three years (2003, 2004 and 2005) prepared by a certified public accountant.
  - The quality of the applicant’s past performance on previous projects funded by USAID and other agencies. JGI has a long-standing reputation and a wealth of experience with US Government-funded projects and has exhibited the ability to comply with the terms and conditions of the funding agreement, and to meet both the program objectives and financial requirements of the agreement.
  - Obtained copies of the applicant’s projected budget, cashflow and organizational charts in order to determine the sufficiency of the Awardee’s policies and systems to implement the proposed activity. It was observed that JGI has a detailed policy and procedures manual that includes the preparation and approval of cost applications, treasury and cash management, labor distribution, reporting and the payroll, procurement, acquisition, maintenance and disposal of property, reporting, internal and external audits and monitoring and financial oversight. A copy of the manual is available on file at the PRIME/West office. A verification of transactions from the original documents to entry into the financial system to the production of reports was done to obtain reasonable satisfaction that the policies and procedures in the manual are complied with on a day-to- day basis and that the financial system is capable of meeting PRIME/West’s reporting requirements
  - PRIME/West’s Chief of Party and the COR conducted an on-site verification of the proposed ecotourism construction site to ensure its appropriateness for construction of the ecotourism site and nothing came to their attention as to develop reservations in this award.
  - An assessment of the infrastructure required to implement the activity was done. It was discovered that the Grantee possesses the necessary infrastructure to implement the activity. For example, JGI has a vehicle that will be devoted to this activity.
  - A review of the Grantee’s legal registration status was done.

Overall, there was nothing discovered during the assessment that would potentially curtail the implementation of this activity.

- The SAF team, Home Office Project Associate and Senior Contracts Administrator conducted a detailed review of the potential Awardee’s budget. The parties reached agreement on all of the budget items as follows:

**Personnel salaries:** The daily rates for all employees were reviewed and were deemed to be adequate and consistent with the market rates and DAI Global LLC’s historical rates paid in Uganda for similar positions. The salary rates used for current JGI employees are based on their current salary rates. Other checks that were done with respect to personnel salaries are similar those included the Negotiation Memorandum for JGI’s environmental education activity.

**Short-term technical assistance (STTA):** The potential Awardee will rely on local consultants to fulfill the construction consultant, facilitators for workshops as well as facilitators for interpreters' training roles. The daily rate for the facilitator is based on the rates that the National Environmental Management Authority (NEMA) pays for facilitation of similar work. The daily rate for the construction consultant is budgeted at USD150 since this building using log cabins is a fairly new concept in Uganda and there will require attracting a highly qualified person. These rates are adequate and consistent with the market rates and DAI Global LLC's historical rates paid in Uganda for similar positions. The LOE for each consultant was agreed to be adequate

**Other Direct Costs (ODCs):** Below is what was agreed upon:

- Office rent - Since implementation of the PRIME/West Grant will take up approximately 1/3 of JGI's staff time, it was decided that 1/3 of the current rent of \$400/month would be divided between PRIME/West and JGI. The cost share agreed upon was 2/3 for PRIME/West and 1/3 for JGI. The current rental agreement of \$400 per month was used in determining the rent budget figure and a copy is on file.
- Office supplies – The budget figure for office supplies was determined by looking at previous expenditures for office supplies. It was decided that the budget should be based on 30% of their normal monthly costs for office supplies. Copies of expenditures for office supplies for previous months are on file and these rates are not expected to vary much during the implementation of this project. Therefore the figure incorporated into the budget is reasonable to implement the activity given the anticipated expenditures during the implementation period.
- Office Utilities - The utilities budget figure was determined by looking at previous expenditures for office utilities. It was decided that the budget should be based on 30% of their normal monthly utility costs. Copies of the utilities expenditures in recent months are on file and these rates are not expected to vary much during the implementation of this project. Therefore the figure incorporated into the budget is reasonable to implement the activity given the anticipated expenditures during the implementation period.
- Communications - The budget was based on 30% of the current monthly expenditures for mobile phone calls, internet access and land line phone calls.
- Equipment maintenance and service - The budget is based on previous expenditures for maintenance and service and the budget was agreed to be reasonable given the anticipated level of activity.

In addition to the above, it was verified that the items included under ODCs were not double counted under General Administration costs.

**Per Diem-Lodging, meals and other incidentals:** JGI's policy is not to give employees a flat daily rate for per diem but instead they pay directly for the lodging and meals of all employees while they are participating in training sessions and activities. The budget figure for per diem is based on a rate of \$30.35 per day for the accommodation and meals of two JGI staff members in the field. It was determined that the estimated number of days and staff in the field per month are adequate. The budgeted expenditures for fuel are based on the anticipated level of activity. It also includes stipends and transport refunds for volunteers.

**Project Activities:** For each of the project activities to be undertaken, detailed budget requirements were discussed and agreed upon. Amendments were made to budget lines as

necessary to provide further clarity on the activities to be implemented. Specific cost information on some of the budget items include:

- Construction of a dormitory for visitors, log cabins and visitors centre. The cost is based on quotations received from Romeco Limited by the Awardee. PRIME/West Kampala office has copies of the quotations on file.
- Other construction/renovation costs (at Paniyo Padibi and Busingiro sites); These are based on reasonable estimates obtained by the Grantee and in line with similar costs incurred by National Forestry Authority (NFA) on similar expenditure.
- Trail cutting and maintenance and other casual labor costs; Current market costs for similar work are budgeted for.
- Trainings and workshops; Detailed budget requirements were discussed and agreed. The costs are reasonable to conduct the activities.

**Procurements:** Non-expendable items:

- Laptop computer and motorcycle; PRIME/West procured a laptop computer and motorcycle under the implementation of the NatureUganda Subcontract. Thus PRIME/West already has the cost information for these non-expendable items proposed under this award and the budget was adjusted to reflect costs approved and incurred on similar expenditures in the past by PRIME/West.
- "Solar Equipment (Solar panels/batteries/inverter /regulator/changeover); Three quotations were solicited by the Awardee and the budget is based on the lowest of the three quotations. Copies of the quotations are available at the PRIME/West Office in Kampala."
- Digital SLR camera and corresponding lens and GPS/Radio Unit; Quotations obtained from the internet as obtained by JGI with copies in the PRIME/West Kampala office.
- Expendable items; The unit cost prices for the range finder, energy saving torches, binoculars and backpacks were obtained from quotations on the internet by JGI. Copies are on file in the PRIME/West Kampala Office. Other expendable item unit cost prices are reasonable and in line with market prices and quotations were therefore not obtained.
- A cost share contribution was requested of the Awardee. The Awardee agreed to a 22% contribution/cost share of the total program cost of \$469,682, which amounts to \$101,398.
- Draft documents were prepared and submitted to the home office Senior Contracts Administrator for review and subsequent submission to USAID. The SAF team in coordination with the Home Office Senior Contracts Administrator further evaluated the cost application and requested clarification and revisions as required.
- DAI Global LLC determined the revised cost proposal from the subcontractor to be fair and reasonable, and within program projections. The proposal was consistent with the Awardee's cost accounting practices, policies, and procedures.
- The Awardee signed the certifications regarding terrorist financing as required by AAPD 04-14. The Awardee also provided a branding strategy and marking plan as required by AAPD 05-11. As required by AAPD 02-04, DAI Global LLC checked the "SDN & Blocked Persons" to ensure that the names of the Awardee and proposed individuals to implement the activity are not on the list.
- DAI Global LLC expects to award a cost-reimbursable Grant based on the proposed and agreed to ceiling. All applicable mandatory and standard provisions have been incorporated into the Grant document attached.

## Negotiation Summary

### Principal Elements of the Negotiations

- Agreement on award type
- Agreement on period of performance
- Agreement on Daily Rates
- Agreement on estimated hours
- Agreement on benchmarks and deliverables
- Agreement on estimated ODCs
- Agreement on total cost and price

### Significant Considerations Affecting Establishment of Initial or Revised Prices.

The Awardee's proposed daily rates are within an acceptable range considering historical information and market standards for the industry. The proposed ODCs were found to be reasonable and acceptable to meet program requirements.

### Cost Accounting Standards (CAS)

DAI Global LLC has determined that the Grantee maintains an accounting system that is sufficient to properly accumulate and allocate costs incurred under this program. A copy of the accounting and policy manual is available on file at the Kampala office.

Explanation of Incentive Fee or Profit Plan When Incentives Are Used No incentives were used in negotiating the Grant price.

### Negotiation Results

Upon completion of negotiations, the agreed to amount of the grant is as follows:

- Grant Type: Cost-reimbursable
- Period of Performance: April 2006 – March 2008
- Daily Rates (See Detailed Grant Budget attached)
- Estimated Hours: (See Detailed Grant Budget attached)
- Estimated ODCs: (See Detailed Grant Budget attached)

**Total Price/Ceiling: US\$ 356,170**

## ANNEX 12: ASSISTANCE ON BRANDING AND MARKING

### ADS Chapter 320: Assistance on Branding strategy and Marking Plan and Provision regarding Marking under USAID-Funded Assistance Instruments

#### I. BRANDING STRATEGY - ASSISTANCE

##### a. Definitions

**Branding Strategy** means a strategy that is submitted at the specific request of a USAID Agreement Officer by an Apparently Successful Applicant after evaluation of an application for USAID funding, describing how the program, project, or activity is named and positioned, and how it is promoted and communicated to beneficiaries and host country citizens. It identifies all donors and explains how they will be acknowledged.

**Apparently Successful Applicant(s)** means the applicant(s) for USAID funding recommended for an award after evaluation, but who has not yet been awarded a grant, cooperative agreement or other assistance award by the Agreement Officer. The Agreement Officer will request that the Apparently Successful Applicants submit a Branding Strategy and Marking Plan. Apparently Successful Applicant status confers no right and constitutes no USAID commitment to an award.  
USAID

**Identity (Identity)** means the official marking for the Agency, comprised of the USAID logo and new landmark, which clearly communicates that our assistance is from the American people. The USAID Identity is available on the USAID website and is provided without royalty, license, or other fee to recipients of USAID-funded grants or cooperative agreements or other assistance awards or subawards.

**b. Submission.** The Apparently Successful Applicant, upon request of the Agreement Officer, will submit and negotiate a Branding Strategy. The Branding Strategy will be included in and made a part of the resulting grant or cooperative agreement. The Branding Strategy will be negotiated within the time that the Agreement Officer specifies. Failure to submit and negotiate a Branding Strategy will make the applicant ineligible for award of a grant or cooperative agreement. The Apparently Successful Applicant must include all estimated costs associated with branding and marking USAID programs, such as plaques, stickers, banners, press events and materials, and the like.

##### c. Submission Requirements

At a minimum, the Apparently Successful Applicant's Branding Strategy will address the following:

- i) Positioning
  - *What is the intended name of this program, project, or activity?*
  - Guidelines: USAID prefers to have the USAID Identity included as part of the program or project name, such as a "title sponsor," if possible and appropriate. It is acceptable to "co-brand" the title with USAID's and the Apparently Successful Applicant's identities. For example: "The USAID and [Apparently Successful Applicant] Health Center."

If it would be inappropriate or is not possible to “brand” the project this way, such as when rehabilitating a structure that already exists or if there are multiple donors, please explain and indicate how you intend to showcase USAID’s involvement in publicizing the program or project.

*For example: School #123, rehabilitated by USAID and [Apparently Successful Applicant]/ [other donors].* Note: the Agency prefers “made possible by (or with) the generous support of the American People” next to the USAID Identity in acknowledging our contribution, instead of the phrase “funded by.” USAID prefers local language translations.

*Will a program logo be developed and used consistently to identify this program? If yes, please attach a copy of the proposed program logo.*

Note: USAID prefers to fund projects that do NOT have a separate logo or identity that competes with the USAID Identity.

ii) Program Communications and Publicity

*Who are the primary and secondary audiences for this project or program?*

Guidelines: Please include direct beneficiaries and any special target segments or influencers. *For Example: Primary audience: schoolgirls age 8-12, Secondary audience: teachers and parents—specifically mothers.*

*What communications or program materials will be used to explain or market the program to beneficiaries?*

Guidelines: These include training materials, posters, pamphlets, Public Service Announcements, billboards, websites, and so forth.

*What is the main program message(s)?*

Guidelines: For example: “Be tested for HIV-AIDS” or “Have your child inoculated.”

Please indicate if you also plan to incorporate USAID’s primary message – this aid is “from the American people” – into the narrative of program materials. This is optional; however, marking with the USAID Identity is required.

*Will the recipient announce and promote publicly this program or project to host country citizens? If yes, what press and promotional activities are planned?*

Guidelines: These may include media releases, press conferences, public events, and so forth. Note: incorporating the message, “USAID from the American People”, and the USAID Identity is required.

*Please provide any additional ideas about how to increase awareness that the American people support this project or program.*

Guidelines: One of our goals is to ensure that both beneficiaries and host-country citizens know that the aid the Agency is providing is “from the American people.” Please provide any initial ideas on how to further this goal.

iii) Acknowledgements



*Will there be any direct involvement from a host-country government ministry? If yes, please indicate which one or ones. Will the recipient acknowledge the ministry as an additional co-sponsor?*

Note: it is perfectly acceptable and often encouraged for USAID to “co-brand” programs with government ministries.

*Please indicate if there are any other groups whose logo or identity the recipient will use on program materials and related communications.*

Guidelines: Please indicate if they are also a donor or why they will be visibly acknowledged, and if they will receive the same prominence as USAID.

- d. **Award Criteria.** The Agreement Officer will review the Branding Strategy for adequacy, ensuring that it contains the required information on naming and positioning the USAID-funded program, project, or activity, and promoting and communicating it to cooperating country beneficiaries and citizens. The Agreement Officer also will evaluate this information to ensure that it is consistent with the stated objectives of the award; with the Apparently Successful Applicant’s cost data submissions; with the Apparently Successful Applicant’s project, activity, or program performance plan; and with the regulatory requirements set out in 2 CFR 700.16. The Agreement Officer may obtain advice and recommendations from technical experts while performing the evaluation.

## 2. MARKING PLAN – ASSISTANCE

### a. Definitions

**Marking Plan** means a plan that the Apparently Successful Applicant submits at the specific request of a USAID Agreement Officer after evaluation of an application for USAID funding, detailing the public communications, commodities, and program materials and other items that will visibly bear the USAID Identity. Recipients may request approval of Presumptive Exceptions to marking requirements in the Marking Plan.

**Apparently Successful Applicant(s)** means the applicant(s) for USAID funding recommended for an award after evaluation, but who has not yet been awarded a grant, cooperative agreement or other assistance award by the Agreement Officer. The Agreement Officer will request that Apparently Successful Applicants submit a Branding Strategy and Marking Plan. Apparently Successful Applicant status confers no right and constitutes no USAID commitment to an award, which the Agreement Officer must still obligate.

**USAID Identity (Identity)** means the official marking for the Agency, comprised of the USAID logo and new brandmark, which clearly communicates that our assistance is from the American people. The USAID Identity is available on the USAID website and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, cooperative agreements, or other assistance awards or subawards. A **Presumptive**

**Exception** exempts the applicant from the general marking requirements for a *particular* USAID-funded public communication, commodity, program material or other deliverable, or a *category* of USAID-funded public communications, commodities, program materials or other deliverables that would otherwise be required to visibly bear the USAID Identity. The Presumptive Exceptions are:



Presumptive Exception (i). USAID marking requirements may not apply if they would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials, such as election monitoring or ballots, and voter information literature; political party support or public policy advocacy or reform; independent media, such as television and radio broadcasts, newspaper articles and editorials; and public service announcements or public opinion polls and surveys (2 CFR 700.16(h)(1)).

Presumptive Exception (ii). USAID marking requirements may not apply if they would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent (2 CFR 700.16 (h)(2)).

Presumptive Exception (iii). USAID marking requirements may not apply if they would undercut host- country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official (2 CFR 700.16 (h)(3)). Presumptive Exception (iv). USAID marking requirements may not apply if they would impair the functionality of an item, such as sterilized equipment or spare parts (2 CFR 700.16 (h)(4)).

Presumptive Exception (v). USAID marking requirements may not apply if they would incur substantial costs or be impractical, such as items too small or otherwise unsuited for individual marking, such as food in bulk (2 CFR 700.16 (h)(5)).

Presumptive Exception (vi). USAID marking requirements may not apply if they would offend local cultural or social norms, or be considered inappropriate on such items as condoms, toilets, bed pans, or similar commodities (2 CFR 700.16 (h)(6)).

Presumptive Exception (vii). USAID marking requirements may not apply if they would conflict with international law (2 CFR 700.16 (h)(7)).

**b. Submission.** The Apparently Successful Applicant, upon the request of the

Agreement Officer, will submit and negotiate a Marking Plan that addresses the details of the public communications, commodities, program materials that will visibly bear the USAID Identity. The marking plan will be customized for the particular program, project, or activity under the resultant grant or cooperative agreement. The plan will be included in and made a part of the resulting grant or cooperative agreement. USAID and the Apparently Successful Applicant will negotiate the Marking Plan within the time specified by the Agreement Officer. Failure to submit and negotiate a Marking Plan will make the applicant ineligible for award of a grant or cooperative agreement. The applicant must include an estimate of all costs associated with branding and marking USAID programs, such as plaques, labels, banners, press events, promotional materials, and so forth in the budget portion of its application.

These costs are subject to revision and negotiation with the Agreement Officer upon submission of the Marking Plan and will be incorporated into the Total Estimated Amount of the grant, cooperative agreement or other assistance instrument.

**c. Submission Requirements.** The Marking Plan will include the following:

- i) A description of the public communications, commodities, and program materials that the recipient will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity. These include:
  - program, project, or activity sites funded by USAID, including visible infrastructure projects or other programs, projects, or activities that are physical in nature;
  - technical assistance, studies, reports, papers, publications, audiovisual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID;
  - events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences, and other public activities; and
  - 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.
- ii) A table specifying:
  - the program deliverables that the recipient will mark with the USAID Identity,
  - the type of marking and what materials the applicant will be used to mark the program deliverables with the USAID Identity, and
  - when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking.
- iii) A table specifying:
  - what program deliverables will not be marked with the USAID Identity, and
  - the rationale for not marking these program deliverables.

**d. Presumptive Exceptions.**

- i) The Apparently Successful Applicant may request a Presumptive Exception as part of the overall Marking Plan submission. To request a Presumptive Exception, the Apparently Successful Applicant must identify which Presumptive Exception applies, and state why, in light of the Apparently Successful Applicant's technical application and in the context of the program description or program statement in the USAID Request For Application or Annual Program Statement, marking requirements should not be required.
- ii) Specific guidelines for addressing each Presumptive Exception are:
  - For Presumptive Exception (i), identify the USAID Strategic Objective, Interim Result, or program goal furthered by an appearance of neutrality, or state why the program, project, activity, commodity, or communication is 'intrinsically neutral.' Identify, by category or deliverable item, examples of program materials funded under the award for which you are seeking an exception.
  - For Presumptive Exception (ii), state what data, studies, or other deliverables will be produced under the USAID funded award, and explain why the data, studies, or deliverables must be seen as credible.
  - For Presumptive Exception (iii), identify the item or media product produced under the USAID funded award, and explain why each item or product, or category of item and product, is better positioned as an item or product produced by the cooperating country government.

- For Presumptive Exception (iv), identify the item or commodity to be marked, or categories of items or commodities, and explain how marking would impair the item's or commodity's functionality.
- For Presumptive Exception (v), explain why marking would not be cost beneficial or practical.
- For Presumptive Exception (vi), identify the relevant cultural or social norm, and explain why marking would violate that norm or otherwise be inappropriate.
- For Presumptive Exception (vii), identify the applicable international law violated by marking.

iii) The Agreement Officer will review the request for adequacy and reasonableness.

In consultation with the TOCOR and other agency personnel as necessary, the Agreement Officer will approve or disapprove the requested Presumptive Exception. Approved exceptions will be made part of the approved Marking Plan, and will apply for the term of the award, unless provided otherwise.

- e. **Award Criteria:** The Agreement Officer will review the Marking Plan for adequacy and reasonableness, ensuring that it contains sufficient detail and information concerning public communications, commodities, and program materials that will visibly bear the USAID Identity. The Agreement Officer will evaluate the plan to ensure that it is consistent with the stated objectives of the award; with the applicant's cost data submissions; with the applicant's actual project, activity, or program performance plan; and with the regulatory requirements of 2 CFR 700.16. The Agreement Officer will approve or disapprove any requested Presumptive Exceptions (see paragraph (d)) on the basis of adequacy and reasonableness. The Agreement Officer may obtain advice and recommendations from technical experts while performing the evaluation.

### 3. PROVISION: MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS

#### 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 2 CFR 200.93.

**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 brandmark, with the tagline that clearly communicates that our assistance is “from the American people.” The USAID Identity is available on the USAID website at

[www.usaid.gov/branding](http://www.usaid.gov/branding) and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards

#### **b. Marking of Program Deliverables**

- i) 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.
- ii) 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.
- iii) 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.

- iv) 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.
- v) 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.
- vi) 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.
- vii) 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.
- viii) The Agreement Officer may require a pre-production review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.
- ix) 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."*

- x) Any 'public communications', as defined in 2 CFR 700.1(j), 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."*

- xi) The recipient will provide the TOCOR 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 COR. The Principal Officer is responsible for approvals or disapprovals of waiver requests.
- (2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient's own identity/logo or that of a third party on materials that will be subject to the waiver.
- (3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.
- (4) Approved waivers "flow down" to recipients of subawards unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.
- (5) Determinations regarding waiver requests are subject to appeal to the Principal Officer's cognizant Assistant Administrator. The recipient may appeal by submitting a written request to reconsider the Principal Officer's waiver determination to the cognizant Assistant Administrator.

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



**ANNEX 13: PAYMENT VOUCHER**



**\*Voucher #**  
 (\*20 character limit)

**Cash Account Number:** \_\_\_\_\_

**Cash Account Name:** \_\_\_\_\_

**Transaction Date:** \_\_\_\_\_

**Grant Number (if applicable):** \_\_\_\_\_

**Payee:** \_\_\_\_\_

**PO Number (if applicable):** \_\_\_\_\_

**Check# / Bank transaction #:** \_\_\_\_\_

**Supplier/Vendor Name:** \_\_\_\_\_

Project Number	Task Number	Expenditure Type	Transaction Currency Amount	Exchange Rate	USD Amount	Description (English)
<b>Total</b>			0.00		<b>\$0.00</b>	

Enclosed Receipts Reconcile to Transaction  
 Currency Amount (check one box):  YES  NO  
 If NO, explanation needed:

**Comments:**

---

**NOTE: Receipts are required for ALL transactions. NO payment shall be made without receipts. Signatures below are mandatory. Vouchers without these signatures are regarded as invalid.**

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved by: \_\_\_\_\_ **(Signature)** Date: \_\_\_\_\_  
 Approved by: **(Printed Name of Approver and Title)**



**ANNEX I4: REQUEST FOR REIMBURSEMENT**

**REQUEST FOR REIMBURSEMENT FORM GRANT NO.:** \_\_\_\_\_

**RECIPIENT ORGANIZATION**

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

**RECIPIENT'S BANK DATA**

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

**PERIOD COVERED BY THIS REQUEST**

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

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

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

**CERTIFICATION**

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

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

Attachments (please attach documents supporting this request):

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

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

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

**ANNEX 15: FINANCIAL REPORT**

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

**MONTHLY FINANCIAL REPORT**

Reporting Period: month,day,year to: month,day,year

**USAID FUNDS**

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

check 0

**ANNEX 16: COST REIMBURSABLE BUDGET TEMPLATE**

**Organization Name Project Name Project Duration Budget Sheet**

Code	Description	#. Unit	Unit	Unit Cost	Total Cost	Remarks
				US\$	US\$	
<b>A</b>	<b>Personnel</b>					
<b>I</b>	<b>Project Staff</b>					
1.1			Months		\$0	
1.2			Months		\$0	
1.3			Months		\$0	
1.4			Months		\$0	
1.5			Months		\$0	
<b>TOTAL PERSONNEL COST</b>					\$0	
<b>B</b>	<b>Program Cost</b>					
<b>I</b>	<b>Material</b>					
1.1			Unit		\$0	
1.2			Unit		\$0	
1.3			Unit		\$0	
1.4			Unit		\$0	
<b>Sub-total</b>					\$0	
<b>II</b>	<b>Equipments</b>					
2.1			Unit		\$0	
2.2			Unit		\$0	
2.3			Unit		\$0	
2.4			Unit		\$0	
<b>Sub-total</b>					\$0	
<b>III</b>	<b>Travel</b>					
4.1			Unit		\$0	
4.2			Unit		\$0	
4.3			Unit		\$0	
4.4			Unit		\$0	
<b>Sub-total</b>					\$0	
<b>TOTAL PROGRAM COST</b>					\$0	
<b>C</b>	<b>Other Direct Costs</b>					
<b>I</b>	<b>Operation &amp; Administration Cost</b>					
5.1			Months		\$0	
5.2			Months		\$0	
5.3			Months		\$0	
5.4			Months		\$0	
5.5			Months		\$0	
5.6			Months		\$0	
5.7			Months		\$0	
5.8			Months		\$0	
5.9			Unit		\$0	
5.10					\$0	
<b>Sub-total</b>					\$0	
<b>TOTAL PROPOSAL COST</b>					\$0	

**ANNEX 17: TIME AND MATERIALS BUDGET TEMPLATE**

RFA Name:									
RFA No:								Labor Escalation	1.05
Grantee:								ODC Escalation	1.03
Period:									

**TIME AND MATERIALS BUDGET**

Position	Name	Fixed Daily Rate	Unit	Year 1		Year 2		TOTAL	
				LOE	Cost	LOE	Cost	LOE	Total Cost
<b>I. Salaries and</b>									
<b>1. Long-Term</b>									
<b>Expats: US</b>									
LTTA I	TBD	\$0.00	Day		\$0		\$0	-	\$ -
<b>Total Expat/TCN</b>				0	\$0	0	\$0	0	\$0
<b>CCNs:</b>									
LTTA I	TBD	\$0.00	Day		\$0		\$0	-	\$ -
<b>Total CCN LTTA</b>				0	\$0	0	\$0	0	\$0
<b>2. Short-Term</b>									
<b>Expats: US</b>									
STTA I	TBD	\$0.00	Day		\$0		\$0	-	\$ -
<b>Total Expat/TCN</b>				0	\$0	0	\$0	0	\$0
<b>CCNs:</b>									
STTA I	TBD	\$0.00	Day		\$0		\$0	-	\$ -
<b>Total CCN STTA</b>				0	\$0	0	\$0	0	\$0
<b>TOTAL SALARIES</b>				0	\$0	0	\$0	0	\$0
<b>II. OTHER DIRECT</b>									
<b>1. Air Travel</b>									
<b>Long-Term Technical</b>									
LTTA I	TBD								
Mobilization and				0	\$0	0	\$0	0	\$0
R&R Leave				0	\$0	0	\$0	0	\$0
Home Leave				0	\$0	0	\$0	0	\$0
<b>Short-Term Technical</b>									
STTA Expat				0	\$0	0	\$0	0	\$0
Regional / In-Country				0	\$0	0	\$0	0	\$0
<b>Total Air Travel</b>					\$0		\$0		\$0
<b>2. Per Diem</b>									
STTA Expat				0	\$0	0	\$0	0	\$0
<b>Total Per Diem</b>				0	\$0	0	\$0	0	\$0
<b>4. Miscellaneous</b>									
LTTA Expat					\$0		\$0		\$0
STTA Expat					\$0		\$0		\$0
<b>Total</b>				0	\$0	0	\$0	0	\$0
<b>7. Home Office</b>									
Production/Printing		\$ -	month		\$0		\$0	-	\$0
Communication		\$ -	month		\$0		\$0	-	\$0
Courier		\$ -	month		\$0		\$0	-	\$0
<b>Total Home Office</b>					\$0		\$0	0	\$0
<b>8. Project Activities*</b>									
	TBD	\$ -	month		\$0		\$0	-	\$0
<b>Total Project</b>					\$0		\$0	0	\$0
<b>TOTAL OTHER</b>					\$0		\$0		\$0
<b>GRAND TOTAL</b>				0		0		0	

FIXED DAILY RATE: NOTE THAT IT MAY BE REQUIRED TO PROVIDE A BREAKDOWN OF THE FIXED DAILY RATE.

\* Unless it has previously been discussed and agreed between DAI and the sub to budget for Regional Travel, Project Activities and operating costs

## ANNEX 18: PROCUREMENT POLICIES

### Procurement Summary Guidelines

(Please refer to the IUWASH PLUS Procurement Manual for more detail)

The procurement process is dependent upon the value of the total procurement. The matrix below outlines the procurement actions in relation to the total value of the purchase.

Procurement Amounts	Action(s) Taken	Forms To File
If total anticipated price is less than \$500	Purchase as needed at market price– no paperwork other than receipt for billing purposes needed.	<ul style="list-style-type: none"> <li>• PRF (Purchase Justification)</li> <li>• Invoice</li> <li>• GDR</li> </ul>
If total anticipated price (total payment to vendor, not per item) is between \$500 and less than \$5,000	Bid or documented verbal price quote. Three quotes are recommended, but not mandatory.  Memo to File must include: <ul style="list-style-type: none"> <li>• Company names &amp; tel. #</li> <li>• date contacted</li> <li>• price quoted</li> </ul>	<ul style="list-style-type: none"> <li>• Memo to File</li> <li>• PRF (Purchase Justification)</li> <li>• Invoice</li> <li>• GDR</li> </ul>
If total anticipated price is between \$5,001 and less than \$150,000	Requires three written bids from vendors. Create a Bid Comparison Matrix. Must stipulate Selection Criteria  Must convene a bid committee to review the bids together.	<ul style="list-style-type: none"> <li>• Bid Comparison Matrix</li> <li>• Copies of vendor bids</li> <li>• Bid Decision Memo to File</li> </ul>
\$150,000 or more	Requires formal advertisement.  Issue formal bid documents, such as Request For Quotes (RFQ). Must stipulate Selection Criteria Must convene a bid committee.	<ul style="list-style-type: none"> <li>• Copy of RFQ and responses</li> <li>• Bid Comparison Matrix</li> <li>• Bid Decision Memo to file</li> </ul>

USAID regulations prohibit breaking down or splitting a large group of equipment into arbitrary smaller groups if the sole purpose is to reduce the total value of the goods to qualify for a less restrictive set of procurement procedures.

For quotations solicited by phone, IUWASH PLUS fully documents all details in order to demonstrate that such solicitation occurred, and these notes become part of the procurement file. At a minimum, written documentation of telephone solicitations and offers should include:

1. Date of offer
2. Name, address, and phone number of supplier
3. Price offered for each line item
4. Price of packing, delivery, other costs, and total price
5. Delivery schedule
6. Payment term

**ANNEX 19: GRANT CLOSE-OUT AND DISPOSITION**

[Date]

[COP]

[DAI Project address]

Dear [COP]:

[Grantee Organization Name] has received the following non-expendable equipment under grant number [Grant Number], defined as having a useful life of more than one year and a market value of more than \$5,000 USD.

**Property:**

[List property and USD value]

Item Description	Make/Model No.	Market Value

**Disposition Plan:**

The above property will continue to be used by our organization for the purposes set forth in the original grant agreement with DAI Global LLC.

Thank you for your attention to this matter.

Best Regards,

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

**ANNEX 20: FINAL REPORT**

**Grantee Final Report Template**

Activity #/Title:	
Awardee Name:	
Period of Performance:	
Activity Amount:	
If through interview: Interview Date:	
Interviewer Name:	Signature:

**Objectives**

Objective 1 To provide temporary employment to victims of the January 12 earthquake	Was this objective met? · Y · N
Comments:	
Objective 2 To involve at-risk youth in productive activities	Was this objective met? · Y · N
Comments:	
Objective 3 To support GOH credibility within affected communities	Was this objective met? · Y · N
Comments:	

Beneficiaries (who are they?)	Actual #	Comments

Impact in the Community

How did the activity affect your community?

Please provide specific examples of these effects on individuals or groups of people in your community (quotes for beneficiaries, local government, etc.; stories about impact)

Are there follow-on activities planned?



**Organizational Impact**

How has this grant affected your organization?

What challenges did you face in implementing/participating in this activity?

What could DAI Global LLC have done differently to improve implementation of this activity?

Extra space for further comments:

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

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

Awardee: \_\_\_\_\_

**ANNEX 21: MANDATORY STANDARD PROVISIONS US AND NON-US**

- Mandatory Standard Provisions for U.S.** Nongovernmental Recipients  
<http://www.usaid.gov/policy/ads/300/303maa.pdf>
- Mandatory Standard Provisions for Non-U.S.** Nongovernmental Recipients  
<http://www.usaid.gov/policy/ads/300/303mab.pdf>

**ANNEX 22: TECHNICAL REPORT EXAMPLE**

Technical Report Sample

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

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

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

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

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

a) Result: xxxxxxxxxxxx

**Indicator:**

- xxxxxxxxxxxxxxxxxxxx

b) Result: yyyyyyyyyyyy

**Indicator:**

- yyyyyyyyyyyyyyyyyyy

c) Result: zzzzzzzzzzzzzz

**Indicators:**

- zzzzzzzz
- zizizizizi

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

## ANNEX B: SUBCONTRACTS ADMINISTRATION

### I. OVERVIEW

This section defines the IUWASH PLUS approach for the procurement of goods and services under the LSIC using subcontracts. As mentioned above, subcontracts will be used in combination with other IUWASH PLUS activity mechanisms, including grants, to expand the pool of partners and stakeholders in achieving IUWASH PLUS's objectives and results in a flexible manner that maximizes the impact of program funds. This section provides an overview of DAI Global LLC's subcontracting processes. More detailed guidance can be found in DAI Global LLC's Operations Manual, and TAMIS.

The timely delivery of best value products or services to the project and beneficiaries is essential to the success of DAI Global LLC's development work. The project must conduct these procurements in a manner that maintains the client's trust and fulfills the compliance requirements of the contract. A key element of DAI's success is demonstrating to our clients and beneficiaries that DAI Global LLC manages the business of development with integrity, fairness and openness

A subcontract is used for the procurement of specific goods or services required by IUWASH PLUS to specific outputs that contribute to the project's results and high-level outcomes. All subcontractors selected will have the technical and organizational capacity to perform and deliver the work required by IUWASH PLUS in a timely manner. In issuing subcontracts, we will:

- Tailor the subcontract agreements to the type of work being carried out and the risks involved
- given the scope of services or goods to be delivered.
- Ensure that subcontractors are fully responsible and that prices negotiated are fair and reasonable;
- Use open competition to select awardees to the maximum extent possible; and
- Hold subcontractors accountable for the timely delivery of specific goods or services,

The processes and procedures discussed below are detailed in DAI Global LLC's *Procurement Manual*. This handbook provides guidance on issuing and managing awards. This guidance is not duplicated in this manual. Selected highlights for issuing subcontracts are noted below.

As shown in Exhibit 2 above, we anticipate using subcontracts under the LSIC to procure the following illustrative types of services and products. This is not a comprehensive list, and will be adjusted based on the needs and opportunities that emerge from consultations with national and subnational government agencies, private companies and local communities:

- Technical analyses and the provision of expert advisors to government agencies, private companies and local communities
- Training needs assessments and programs carried out by local implementers and universities
- Public outreach campaigns
- Baseline surveys
- Development of innovative WASH technologies
- Procurement of equipment and software to improve the service delivery function of subnational governments
- Development of marketable and affordable WASH products

- Elements of community-based participatory and demand mobilization activities (i.e. health and hygiene behavior change, community engagement mechanism, participatory monitoring).

Per 22 CFR 228.13, IUWASH PLUS cannot and will not use the LSIC to subcontract with:

1. Firms operated as commercial companies or other organizations or enterprises (including non-profit organizations) in which foreign governments or their agents or agencies have a controlling interest. These entities are not eligible as suppliers of commodities and services, except if their eligibility has been established by a waiver approved by USAID in accordance with the provisions set forth in subpart D of 22 CFR 228.
2. Government ministries or agencies of the cooperating/recipient country, including those at the regional and local levels, and government educational institutions, health care providers, and other technical entities of the cooperating/recipient country not formed primarily for commercial or business purposes, are eligible as suppliers of commodities and services.

IUWASH PLUS will only issue subcontracts to organizations or individuals provided that they are legally registered and recognized under the laws of Indonesia or the United States and are in compliance with all regulations. In addition, as per AIDAR 752.225-70, LSIC subcontracts cannot be used for the following:

1. Purchases of restricted goods, such as agricultural commodities, motor vehicles, pharmaceuticals, contraceptive products, pesticides, fertilizers, used equipment or US Government-owned excess property without prior written approval of the USAID contracting officer.
2. Ineligible goods and services such as military equipment, surveillance equipment, commodities and services for the support of police and other law enforcement activities, abortion equipment and services, luxury goods and gambling equipment or weather modification equipment.
3. Purchases of goods or services restricted or prohibited under the prevailing USAID source/nationality and other regulations, or from countries or suppliers as may be identified by USAID's consolidated list of debarred, suspended, or ineligible subcontractors.
4. Any purchases or activities that are not needed to accomplish subcontract deliverables as determined by the DAI Contracts Office, including any subcontractor headquarters expenses that are not directly linked to the subcontract deliverables.
5. Other costs unallowable under USAID and/or federal regulations.

Before subcontracting with any prospective subcontractor, IUWASH PLUS will search the System for Award Management (SAM), ([www.SAM.gov](http://www.SAM.gov)) which is the system that the U.S. Government maintains to search for excluded individuals or organizations.

## 2. USE OF FIXED-PRICE SUBCONTRACTS

We only plan to use fixed-price subcontracts under the LSIC. For fixed price Subcontracts for individual, we call it Fixed Price Individual Consultant Agreement or FP ICA. We have made this decision because fixed-price subcontracts offer the lowest risk to DAI, are often the easiest type of subcontracts to negotiate and to administer, and can be executed in a relatively short timeframe. Per FAR 16.202, using fixed-price subcontracts requires that the IUWASH PLUS team be able to:

- Reasonably define the functional or detailed specifications of the services or products to be provided;
- Identify performance uncertainties, and
- Establish from the outset fair and reasonable prices for the expected products and/or services.

For example, a fixed-price subcontract may be used to contract services to conduct a study, develop training materials, or perform a survey. As described in FAR part 16, a fixed-price subcontract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing

the contract. This places maximum risk and full responsibility for all costs and resulting profit or loss on the subcontractor, and will be determined as an appropriate mechanism by the project's LSIC Coordinator and the DCOP/Operations in consultation with Component 4 Team Lead and in coordination with DAI's Home Office Contracts Coordinator and Contracts Administrator, taking into consideration factors such as:

- 3.1. Type of work the subcontractor will perform,
- 3.2. Fair and reasonable price,
- 3.3. Period of performance,
- 3.4. Level of capacity and accountability of the subcontractor, and
- 3.5. Subcontractor past performance for similar activities.

Payments will be made against clearly defined deliverables that have been received and accepted by IUWASH PLUS.

### 3. SUBCONTRACT SELECTION AND AWARD PROCESS

This section provides a brief description of the steps involved in the subcontract selection and award cycle. A key component of the procurement cycle includes the thorough documentation of the award process to ensure compliance with USAID and DAI's policies and procedures.

- Step 1. Need Determination.** The first step is determining the need for supplies or services for the program.
- Step 2. Market Research.** Once the need is defined and understood, IUWASH PLUS will carry out market research to help determine factors such as the capability of organizations or individual contractors to provide the needed services and/or products, and collect cost data to determine reasonableness of cost estimates for the services/products needed. The information collected will help IUWASH PLUS's technical staff to develop the scope of work for the proposed activity, product or service, and help define the criteria the IUWASH PLUS team will use for proposal evaluation and final provider selection. During the activity design stage, IUWASH PLUS technical staff will review proposed activities using the Environmental Screening Form (ESF) to identify potential environmental impacts and required mitigation measures in accordance with USAID's environmental procedures (22 CFR 216). If the activities considered fall outside the scope of Regulation 216 or the approved Initial Environmental Examination (IEE), IUWASH PLUS will prepare a request for exclusion for USAID review and approval.

- Step 3. Draft and Release Solicitation.** Solicitations, including requests for proposals (RFPs) and/or requests for quotations (RFQs) may vary depending on the type of services required. The IUWASH PLUS LSIC Coordinator, the Component 4 Team Lead and the DCOP/Operations will work with IUWASH PLUS technical staff to develop and release a RFP/RFQ that includes a SOW, evaluation criteria, and instructions for offerors. The Component 4 Team Lead will oversee the quality control of this process.
- Step 4. Subcontractor Selection.** Once proposals/quotations are received, each offer will be reviewed by members of the technical evaluation committee (TEC). The TEC will review and score the technical portion of all proposals, and based on their evaluation, rank order the technical proposals received in terms of their responsiveness to the requirements in the RFP/RFQ per stated evaluation criteria. Following the technical review, members of the TEC will evaluate the costs of each proposal. These are not scored, but will be used in conjunction with the technical evaluations to determine which offeror provides the best value to IUWASH PLUS. If an RFP was issued, all technical and cost information related to an offer will be documented and kept on file. If the subcontract was sole sourced, then a sole source memorandum will be written. The memo will justify the rationale for a sole source award based on the reasons provided in FAR 6.303. Determination of Responsibility, Negotiation, and Subcontract. Once selected, IUWASH PLUS will conduct an additional review to determine that the subcontractor is a responsible party, and capable of actually carrying out the work. This determination will consider whether the proposed subcontractor:
- Has the financial means to perform the work or deliver goods or the ability to obtain financial resources,
  - Is able to comply with the delivery and performance schedule,
  - Has satisfactory past performance and a satisfactory record of integrity and business ethics,
  - Has the necessary organization, experience, accounting and operational controls and technical skills,
  - Is qualified and eligible to perform work under applicable laws and regulations, and
  - Is not included in the SAM (System for Award Management)
- Step 5.** Once responsibility is determined, subcontract terms (including scope of work and cost) will be finalized or negotiated when appropriate. Once finalized, LSIC Coordinator is responsible for drafting the subcontract and corresponding negotiation memorandum. However, depending on the type of subcontract and/or value, the subcontract may require prior consent and approval by USAID per the requirements stipulated in the IUWASH PLUS contract and other thresholds agreed to and as approved in this manual.

### **3.1. DEVELOPMENT OF STATEMENT OF WORK (SOW)**

A member of IUWASH PLUS's technical team will draft the statement of work (SOW) to be subcontracted. The SOW communicates the requirements of the project to prospective bidders and provides guidance to bidders on the content of their technical proposals. When a subcontract is awarded, the SOW becomes part of the subcontract between the two parties, stating what has been offered by the proposer and accepted by the client.

The SOW affects the entire acquisition cycle, can influence the number and quantity of proposals received, and serves as a baseline against which proposals will be evaluated, and later, subcontractor

performance is measured. Thus, the SOW is the key element in shaping and directing all three stages of the acquisition cycle: pre-solicitation, solicitation and contract award, and post-award administration.

The scope of work defines the work to be done, specific tasks and expected deliverables. The SOW must also establish a guide for technical evaluation of the proposals. Both the bidder and the technical evaluation committee need a list of factors that clearly state how IUWASH PLUS will evaluate each bid.

### **3.2. SOLICITATION PROCESS COMPETITION REQUIREMENTS**

Adequate competition normally establishes the reasonableness of price/cost of goods and services acquired. Adequate competition is achieved by fulfilling the following conditions:

- The offers received meet (satisfy) the requirements defined by the project;
- The offerors responded to the same requirement(s);
- Two or more responsible offerors competed independently. If only one offer is received, competition requirements are still met if the following additional conditions apply:
  - The solicitation did not restrict requirements to one responsible offeror;
  - The offeror expected competition in responding, and
  - There is no evidence that the price/cost received is otherwise unreasonable.

Subcontracts of any value require adequate price competition, or the justification of its absence. Absence of these competition requirements must be justified in writing, supported with sufficient facts and adequate rationale, and included in Source Selection Memorandum/Negotiation Memo in the procurement file. This justification must describe the basis for selecting which firms will receive the solicitation. The justification must be signed by the approver of the transaction based on DAI Schedule of Authorities. This means that sole source subcontracting is permissible only in rare circumstances, and must be justified as per FAR section 6.302, Circumstances Permitting Other than Full and Open Competition.

### **3.3. TECHNICAL AND COST EVALUATION**

The purpose of the technical and cost evaluation is to demonstrate the careful analysis of proposals or other requirements of “adequate price competition” to determine if a cost is fair and reasonable. If only one firm responds to a bid solicitation, and is determined to be qualified to supply the services or individuals required, the cost will be considered fair and reasonable provided, all firms solicited did so under the assumption that the requirement was competitively bid and that the award would be made to the proposal with the lowest evaluated cost.

### **3.4. JUSTIFICATION OF THE ABSENCE OF ADEQUATE PRICE COMPETITION**

IUWASH PLUS is required to practice competition in the solicitation of goods or services to the maximum extent practicable or possible. However, under certain prescribed circumstances and in accordance with FAR Part 6, a justification for the absence of competition may be made where it is in IUWASH PLUS's best interest to limit competition, or where conditions exist that require subcontracting without full and open competition. The absence of competition may support one of the following circumstances (but not limited to only these circumstances):



1. Demonstrates a unique and innovative concept or capability.
2. The specified subcontractor is the only subcontractor with the requisite technical background to complete the contracted-for service;
3. Only one vendor has an exclusive manufacturer licensing agreement, and introducing non-licensed
4. replacement parts may negate a manufacturer’s warranty;
5. Unusual and compelling urgency, i.e. a delay in award would result in serious injury, financial or other, to the project. For follow-ons: Substantial duplication costs that could not be recovered through competition or unacceptable delays. And/or,
6. The product or service has unique design performance specifications or quality requirements that are essential to the prime contract requirements and are not available in comparable products.

The justification of the absence of competition will be documented either in the request for consent to subcontract or through a separate memorandum for documentation, as required. All cases of absence of competition must be justified by the activity’s technical leader, and must further be approved by the IUWASH PLUS Chief of Party.

For circumstances of limited or no competition, the IUWASH PLUS LSIC Coordinator and the technical leader for the activity will perform price analyses and submit to the IUWASH PLUS DCOP/Operations for review. Negotiations will ensure that the prices proposed and agreed upon are fair and reasonable. In all cases, the organization shall submit to IUWASH PLUS for review all documents required for a determination of responsibility.

### **3.5. PRICING AND NEGOTIATING FIXED PRICE SUBCONTRACTS**

After negotiating a final price, the IUWASH PLUS LSIC Coordinator will prepare a negotiation memorandum for review by the IUWASH PLUS Component 4 Team Lead, DCOP/Operations and COP that describes the bid and evaluations process used to determine that the final price is fair and reasonable. The LSIC Coordinator in consultation with the technical team, Component 4 Team Lead and the DCOP/Operations will determine a payment schedule that is based on clearly defined deliverables as negotiated with the subcontractor. It will include the deliverable, the timeline for when each deliverable is due, and the amount that will be paid when the deliverable is received and accepted. Exhibit following table illustrates a possible payment schedule for a Firm Fixed Price subcontract.

**Exhibit 7: Illustrative payment schedule under a firm fixed price subcontract**

<b>Deliverable</b>	<b>Due Date</b>	<b>Payment (Rupiah)</b>
Finalization of all training materials including notebooks and PowerPoint presentation	October 1, 2016	IDR 25,000,000
Delivery of training course for an estimated 30 bank representatives	November 01, 2016	IDR 50,000,000
Final report including training evaluation	December 15, 2016	IDR 25,000,000
<b>Total</b>		<b>IDR 100,000,000</b>

## 4. SUBCONTRACT AWARD

### 4.1. DEVELOPING A SUBCONTRACT

It is the responsibility of the LSIC Coordinator, working with the Component 4 Team Lead, the DCOP/Operations and the Home Office Contracts Coordinator, Contracts Administrator and appropriate technical team members to develop and draft the subcontract.

The LSIC Coordinator will send all subcontracts with a value of more than \$25,000 along with accompanying documents to the DAI Home Office Contracts Coordinator and Contracts Administrator for approval prior to issuance. Subcontracts of lower value can be approved by the COP. Copies of all fully executed subcontract will be sent to the home office.

### 4.2. NEGOTIATION MEMORANDUM

The Negotiation Memorandum (NM) is required by FAR clause 52.244-2, Section (e)(1)(vii). It details the price negotiation process between IUWASH PLUS and the proposed subcontractor. Even if prior notification and consent are not required for the subcontract, a negotiation memorandum documenting the negotiations must be prepared for each subcontract before the subcontract is fully executed. The IUWASH PLUS LSIC Coordinator will draft the NM with input from technical staff. The NM will be reviewed by the Component 4 Team Lead and the DCOP/Operations and must contain give the following information about the proposed subcontract:

- Bid solicitation process/request for application including how proposals/applications were obtained, date due, and who responded.
- Discussion of review of proposals/applications in with regard to meeting the required terms and conditions of the RFP/RFQ.
- Discussion of the technical evaluation and comparison of technical evaluation scores, if appropriate.
- Discussion of the financial evaluation.
- Principal elements of the subcontract under contract price negotiations, describing the elements of the proposed budget that were negotiated.
- The most significant consideration is establishing initial and revised prices. Initial prices are those that are proposed by the subcontractor, while the establishment of revised prices is based upon independently reviewing and evaluating specific elements of the subcontractor's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique methods of performance and materials required.

### 4.3. OBTAINING DAI HOME OFFICE APPROVAL

Before issuing any subcontract, the IUWASH PLUS LSIC Coordinator will send the following documents to DAI Home Office Contracts Coordinator for approval:

1. The draft subcontract including SOW, budget and flow down clauses
2. Signed Anti-Kickback, Debarment, and Executive Order on Terrorist Financing certifications
3. Copy of SAM results
4. Negotiation memorandum
5. Sole source justification, if required.

#### **4.4. USAID CONSENT TO SUBCONTRACT**

Fixed price subcontracts less than or up to US \$150,000 in value do not require USAID Contracting Officer “Consent to Subcontract” (FAR 52.244-2). For subcontracts exceeding this value, IUWASH PLUS will be required to secure consent to subcontract prior to executing the subcontract. Unless otherwise instructed, consent packages must include a request for consent to subcontract letter and a memorandum of negotiation. Only upon receipt of consent from the contracting officer shall IUWASH PLUS enter into the subcontract agreement. All agreements shall be signed by a senior representative from DAI.

### **5. ENVIRONMENTAL COMPLIANCE**

All subcontract activities should be complied with the environmental compliance procedures as stated in the Annex A section 5.4 (Page ANNEX A – 42).

### **6. SUBCONTRACT OVERSIGHT**

It is the responsibility of the responsible technical team and DCOPs to ensure that deliverables are received in a timely manner and are of the expected quality. A monthly subcontracts report should be sent to the home office. This report will include: subcontract number, subcontractor name, title of activity, subcontract value, amount paid in current month, cumulative expenses to date, balance remaining, obligated amount, and status.

### **7. SUBCONTRACT MODIFICATIONS**

The purpose of a subcontract modification is to formalize a change to the subcontract terms. Because of the nature of firm fixed-price subcontracts, modifications should be very rare. In these rare cases, a modification to a firm fixed-price subcontract may be required for a change in the scope of work or timeframe due to unanticipated events. This is per the changes clause, 52.243-1, which is included in full in the FFP subcontracts.

DAI will determine if USAID approval is necessary for the modification. This will happen in those cases where increases to a Fixed-Price Purchase Order causes the total value to exceed the simplified acquisition threshold (\$150,000). Subcontract modifications are drafted by IUWASH PLUS LSIC Coordinator with the assistance of the responsible technical staff member and Component 4 Team Lead, and submitted to the DCOP/Operations and DAI’s Home Office Contracts Coordinator and Contracts Administrator before being signed by the COP.

### **8. SUBCONTRACT TERMINATIONS**

Subcontracts may be terminated at DAI’s convenience, for default or by mutual agreement. The following terminations clauses are used:

#### **8.1. TERMINATION FOR CONVENIENCE**

DAI reserves the right to terminate a subcontract, or any part hereof, for its sole convenience. In the event of such termination, the subcontractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the

terms of this subcontract, the subcontractor shall be paid a percentage of the subcontract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the subcontractor can demonstrate to the satisfaction of DAI using its standard record keeping system that have resulted from the termination. The subcontractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

Should a termination for convenience be necessary, DAI will issue a letter to the subcontractor notifying them of the situation and the date by which all work is expected to stop.

## **8.2. TERMINATION FOR DEFAULT**

DAI may terminate a subcontract, or any part hereof, for cause in the event of any default by the subcontractor, or if the subcontractor fails to comply with any subcontract terms and conditions, or fails to provide DAI, upon request, with adequate assurances of future performance. In the event of termination for cause, DAI shall not be liable to the subcontractor for any amount for supplies or services not accepted, and the subcontractor shall be liable to DAI for any and all rights and remedies provided by law. If it is determined that DAI improperly terminated a subcontract for default, such termination shall be deemed a termination for convenience.

Should a termination for default be necessary, DAI will issue a letter to the subcontractor notifying them of the situation and the date by which all work is expected to stop.

## **8.3. MUTUALLY AGREED-UPON TERMINATIONS**

DAI and the subcontractor may terminate a subcontract in certain situations by mutual agreement, if for example, DAI no longer requires the services of the subcontractor. This is also a reason for termination for convenience. In the situation of a mutually agreed-upon termination, a written statement from the subcontractor, withdrawing from the subcontract, is required. DAI then gives the subcontractor a period of time in which to submit a final invoice and final release to DAI. This period should not exceed two months from the mutually agreed upon termination date. Generally speaking, no claim is involved in a mutual termination.

# **9. SUBCONTRACT CLOSE-OUT**

All subcontracts must be closed out no later than 30 days after the completion date of the subcontract (or in alignment with any modifications to the period of performance of the IUWASH PLUS contract). The following steps should be taken to close out a subcontract:

1. Ensure all deliverables have been received (and submitted as required) and payments have been made.
2. Review the subcontract file to confirm it contains the minimum of the following documents:
  - Fully executed subcontract (plus any modifications, including budgets)
  - Memorandum of negotiation
  - Quotations received or justification for lack of adequate price competition
  - Copies of all deliverables and evidence of payment
  - As required, a copy of USAID approvals
  - Environmental impact assessment when required
  - Technical evaluation committee evaluations when needed
  - Certifications
  - Justifications for exceptions to competition

- Waivers (if applicable)
  - Release form and certification of completion.
3. Subcontract checklist demonstrating all of the information above has been confirmed in the subcontract file and that the subcontract is complete.

### **STAFFING ASSIGNMENTS**

The IUWASH PLUS DCOP/Operations and Home Office Contracts Coordinator are responsible for the orderly implementation and oversight of all subcontracts issued. The close-out process will be monitored by the DCOP/ Operations and Home Office Contracts Coordinator in close consultation with the LSIC Coordinator & Component-4 Team Lead to ensure satisfactory completion of the issued subcontracts.

## ANNEX C: ENVIRONMENTAL COMPLIANCE

**Environmental review in all awards.** All documents will make reference to requirements for environmental review and mitigation measures to address environmental risk for both technical and financial bids. Presence of appropriate analysis in technical and financial applications will be positively valued for selection of winning proposers.

**Review prior to obligation.** As regulated under the Initial Environmental Examination (IEE) Asia 15-061 dated on December 1, 2014, and IEE amendment #1 for Essential Service (Asia 19-018), all sub-projects (grants, subcontracts, localized actions with implementing partners) must be screened for environmental risk using Environmental Review Form (see Annex C - 1 for detail instruction and template form) prior to obligation of funds and project implementation. The folder (electronic or paper) for every subproject (including grants) will have a copy of the Environmental Screening Form.

According to the level of risk determined through the Environmental Review Form process which conducted by the Project Environmental Officer (it can be done by the sub-project team or by IUWASH Plus team depending on the type and of mechanism), each sub-project may need additional environmental documents and clearances prior to obligating funds.

If the Environmental Review Form shows moderate or unknown risk, the team must develop Environmental Review Report including specific sub-project mitigation and monitoring plan (see the guidance and the outline on Annex C - 2) and submit the document for USAID approval prior to implementation. No funds may be obligated without the required documents and approvals.

**Additional Documentation.** Annex C - 3: Environmental Checklist may be used to substitute section E to G in Annex C- 2. Annex C - 4: Environmental Mitigation and Monitoring Plan may be used to substitute section H on Annex C - 2. Annex C - 5: Environmental Monitoring and Evaluation Tracking Table will be used internally by the project proponent to record any monitoring results during project implementation (the results are good resources in preparing IUWASH Plus Environmental Mitigation and Monitoring Report (EMMR), if appropriate, and will be useful to develop environmental compliance section on annual report). Annex C - 6: Partner Environmental/Social Screening (EDD) including Financial Intermediaries may be used to help the IUWASH Plus team to conduct in-depth assessment during subproject (grant and sub-contract) selection process.

**Clearance.** To assure that all proper steps have been taken, the team must complete the Grants and Subcontracts Environmental Clearance form (Annex C - 7: Environmental Grant and Sub-contract Clearances by Administrative Staff) before proceeding with finalizing the grant agreement and obligating funds. This form will be kept in every subproject folder.

**Environmental clauses in the grants or subcontracts agreements.** Each agreement between the IUWASH PLUS project and an implementing partner will incorporate the environmental responsibilities of the parties; illustrative language is found in Annex C - 8: Model Language for Implementing Partner (Grants and Subcontracts) Agreements.

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

**Renewals.** Renewal of any grants or subprojects which received moderate/unknown environmental class action on their Environmental Review Form will require a report on implementation of mitigation measures based on the Environmental Monitoring and Evaluation Tracking table (see Annex C - 5).

**Use of the sub-project Environmental Mitigation and Monitoring Plan (EMMP).** Once approved, the subproject EMMP is the project-specific reference for environmental compliance.

### **204.3.1 Mandatory Compliance with 22 CFR 216**

Effective Date: 08/17/2012

USAID's environmental procedures are established in Federal Regulation (**22 CFR 216**), as authorized by the **Foreign Assistance Act, Section 117**. In addition, these procedures constitute USAID's compliance with a series of binding legal requirements that have been placed on USAID including the terms of a Court Order resulting from **Civil Action 75-0500** in the District Court of the District of Columbia, Foreign Assistance Act Sections **118(c)** and **119(g)**, Section **517(d) of the FY06 Foreign Operations Appropriations Act (and predecessor provisions)**, the National Environmental Policy Act (**NEPA - 42 USC 4371 et seq**), **40 CFR 1500**, and **Presidential Executive Order 12114** (see 204.4.1).

Grantee must fully comply with **22 CFR 216**, except to the extent that certain 22 CFR 216 terms may not be used in the current operations assistance processes. In such cases, as is also contemplated for certain special procedures in 22 CFR 216.3(a)(10), the terms used in this chapter of the ADS (which are intended to be as parallel as possible to the original terms) are used instead. However, **22 CFR 216** is controlling in the event of a legal conflict between this chapter and **22 CFR 216**.

## ANNEXES

ANNEX 1: ENVIRONMENTAL REVIEW FORM (ERF)

ANNEX 2: ENVIRONMENTAL REVIEW REPORT (ERR)

ANNEX 3: ENVIRONMENTAL CHECKLIST

ANNEX 4: ENVIRONMENTAL MITIGATION AND MONITORING PLAN

ANNEX 5: ENVIRONMENTAL MONITORING AND EVALUATION TRACKING TABLE

ANNEX 6: PARTNER ENVIRONMENTAL/SOCIAL SCREENING (EDD) INCLUDING FINANCIAL  
INTERMEDIARIES

ANNEX 7: ENVIRONMENTAL GRANT AND SUB-CONTRACT CLEARANCES BY  
ADMINISTRATIVE STAFF

ANNEX 8: MODEL LANGUAGE FOR IMPLEMENTING PARTNER AGREEMENTS AND GRANTS  
AGREEMENTS



## ANNEX I: ENVIRONMENTAL REVIEW FORM (ERF)

### Instructions for IUWASH PLUS Project Activities Environmental Review Form (ERF)

**Note:** These instructions accompany the attached “Environmental Review Form for IUWASH Plus Project Activities” (ERF). **Follow, but DO NOT SUBMIT, these instructions.**

#### Who must submit the Environmental Review Form (ERF)?

ALL Implementing Partners seeking to implement activities under the IUWASH PLUS Project must complete, sign and submit the ERF to IUWASH PLUS project AOR/COR.

Authority: Use of the ERF for these activities is mandated by the governing Initial Environmental Examination (IEE) for the IUWASH PLUS Project.

#### No implementation without an approved ERF

The proposed activities cannot be implemented and no “irreversible commitment of resources” for these activities can be made until the ERF (including Environmental Review Report, if required, see Step 4, below) is cleared by the AOR/COR, the Mission Environmental Officer (MEO) and the Regional Environmental Advisor (REA).

NOTE: USAID may deny clearance to the ERF, or may require modification and re-submission for clearance.

#### Environmental management requirements resulting from the ERF

If the ERF requires preparation of an Environmental Review Report (see Step 4, below), any environmental management measures specified in the approved Environmental Review Report **MUST** be implemented.

#### Situations in which additional environmental review is required.

If the ERF finds that one of more of the proposed activities has the potential to cause significant adverse environmental impacts, the activities must be redesigned or an IEE or full Environmental Assessment must be conducted and approved prior to implementation.

If USAID determines that the proposed activities are outside the scope of activities for which use of this form is authorized, the activities must be redesigned or an IEE or IEE Amendment will be required.

In either situation, USAID will confer with the partner to determine next steps. Note: If an IEE or EA is required, all environmental management measures specified in the IEE or EA must then be implemented.

### Step 1. Provide requested “Applicant information” (Section A of the ERF)

#### Step 2. List all proposed activities

In Section B of the form, list all proposed activities.

*Activities* are a desired accomplishment or output: e.g. seedling production, road rehabilitation, school construction. Each activities has entailed *actions*—for example, road rehabilitation includes survey, grading, culvert construction, compaction, etc. *Be aware of these entailed actions, but do NOT list them.* List activities **DESCRIPTIVELY**. For example, “training” is not a sufficient activity listing. The listing must specify **WHO** is being trained, and in **WHAT**.

**Step 3a. Screening: Identify low-risk and high-risk activities**

For each activity you have listed in Section B of the form, refer to the list below to determine whether it is a listed low-risk or high-risk activity. If an activity is specifically identified as “very low risk” or “high risk” in the list below, indicate this in the “screening result” column in Section B of the form.

<p style="text-align: center;"><b>Very low-risk activities</b>                      (Activities with low potential for adverse biophysical or health impacts; including §216.2(c)(2))</p>	<p style="text-align: center;"><b>High-risk activities</b>                      (Activities with high potential for adverse biophysical or health impacts; including §216.2(d)(1))</p>
<p><b>Provision of education, technical assistance, or training.</b> (Note that activities directly affecting the environment. do not qualify.)</p> <p><b>Community awareness</b> initiatives.</p> <p><b>Controlled agricultural experimentation</b> exclusively for the purpose of research and field evaluation confined to small areas (normally under 4 ha./10 acres). This must be carefully monitored and no protected or other sensitive environmental areas may be affected).</p> <p><b>Technical studies and analyses</b> and other information generation activities not involving intrusive sampling of endangered species or critical habitats.</p> <p><b>Document or information transfers.</b></p> <p><b>Nutrition, health care or family planning,</b> EXCEPT when (a) some included activities could directly affect the environment (construction, water supply systems, etc.) or (b) biohazardous (esp. HIV/AIDS) waste is handled or blood is tested.</p> <p><b>Small-scale construction.</b> Construction or repair of facilities if total surface area to be disturbed is under 10,000 sq. ft. (approx. 1,000 sq. m.) (and when no protected or other sensitive environmental areas could be affected).</p> <p><b>Intermediate credit.</b> Support for intermediate credit arrangements (when no significant biophysical environmental impact can reasonably be expected).</p> <p><b>Maternal and child feeding</b> conducted under Title II of Public Law 480.</p> <p><b>Title II Activities.</b> Food for development programs under Title III of P.L. 480, when no on-the-ground biophysical interventions are likely.</p> <p><b>Capacity for development.</b> Studies or programs intended to develop the capability of recipients to engage in development planning. (Does NOT include activities directly affecting the environment)</p> <p><b>Small-scale Natural Resource Management activities</b> for which the answer to ALL SUPPLEMENTAL SCREENING QUESTIONS (see <i>Natural Resources supplement</i>) is “NO.”</p>	<p><b>River basin development</b></p> <p><b>New lands development</b></p> <p><b>Planned resettlement</b> of human populations.</p> <p><b>Penetration road building, or rehabilitation</b> of roads (primary, secondary, some tertiary) over 10 km length, and any roads which may pass through or near relatively undegraded forest lands or other sensitive ecological areas</p> <p><b>Substantial piped water supply and sewerage</b> construction.</p> <p><b>Major bore hole or water point construction.</b></p> <p><b>Large-scale irrigation; Water management structures</b> such as dams and impoundments</p> <p><b>Drainage of wetlands</b> or other permanently flooded areas.</p> <p><b>Large-scale agricultural mechanization.</b></p> <p><b>Agricultural land leveling.</b></p> <p><b>Procurement or use of <u>restricted use pesticides</u>,</b> or wide-area application in non-emergency conditions under non-supervised conditions. (Consult MEO.)</p> <p><b>Light industrial plant production or processing</b> (e.g., sawmill operation, agro-industrial processing of forestry products, tanneries, cloth-dyeing operations).</p>

**High-risk and typically not funded by USAID:**

**Actions affecting protected areas and species.** Actions determined likely to significantly degrade protected areas. Actions determined likely to jeopardize threatened & endangered species or adversely modify their habitat (esp. wetlands, tropical forests)

**Activities in forests, including:**

- **Conversion of forest lands** to rearing of livestock
- **Planned colonization of forest lands**
- **Procurement or use of timber harvesting equipment**
- **Commercial extraction of timber**
- **Construction of dams** or other water control structures that flood relatively undegraded forest lands
- **Construction, upgrading or maintenance of roads** that pass through relatively non-degraded forest lands. (Includes temporary haul roads for logging or other extractive industries)

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

**Step 3b: Identifying activities of unknown or moderate risk.**

All activities NOT identified as “very low risk” or “very high risk” are considered to be of “unknown or moderate risk.” Common examples of moderate-risk activities are given in the table below. Check “moderate or unknown risk” under screening results in Section B of the form for ALL such activities.

**Common examples of moderate-risk activities**

**CAUTION:**

If ANY of the activities listed in this table may adversely impact (1) protected areas, (2) other sensitive environmental areas, or (3) threatened and endangered species and their habitat, THEY ARE NOT MODERATE RISK. All such activities are HIGH RISK ACTIVITIES.

**Small-scale agriculture, sanitation, etc.**

Agricultural experimentation. Controlled and carefully monitored agricultural experimentation exclusively for the purpose of research and field evaluation of MORE than 4 ha.

**NOTE Biotechnology/GMOs:** No *biotechnology testing or release* of any kind are to take place within an assisted country until the host countries involved have drafted and *approved* a regulatory framework governing biotechnology and biosafety.

All USAID-funded interventions which involve biotechnologies are to be informed by the ADS 211 series governing "Biosafety Procedures for Genetic Engineering Research". In particular this guidance details the required written approval procedures needed before transferring or releasing GE products to the field.

Medium-scale construction. Construction or rehabilitation of facilities or structures in which the surface area to be disturbed exceeds 10,000 sq. ft

**Quantity imports of commodities such as fertilizers**

Sampling. Technical studies and analyses or similar activities that could involve intrusive sampling, of endangered species or critical habitats. (Includes aerial sampling.)

Water provision/storage. Construction or rehabilitation of small-scale water points or water storage devices for domestic or non-domestic use. Water points must be located where no protected or other sensitive environmental areas could be affected.

**NOTE:** USAID guidance on water quality requires testing for arsenic, nitrates, nitrites and coliform bacteria.

Support for intermediate credit institutions when indirect environmental harm conceivably could result.

Institutional support grants to NGOs/PVOs when the activities of the organizations are known and may reasonably have adverse environmental impact.

<b>Common examples of moderate-risk activities</b>	
<p><b>CAUTION:</b>                      If ANY of the activities listed in this table may adversely impact (1) protected areas, (2) other sensitive environmental areas, or (3) threatened and endangered species and their habitat, THEY ARE NOT MODERATE RISK. All such activities are HIGH RISK ACTIVITIES.</p>	
<p>(1000 sq meters) but funding level is \$200,000 or less. (E.g. small warehouses, farm packing sheds, agricultural trading posts, produce market centers, and community training centers.)</p> <p><u>Rural roads.</u> Construction or rehabilitation of rural roads meeting the following criteria:</p> <ul style="list-style-type: none"> <li>▪ Length of road work is less than ~10 km</li> <li>▪ No change in alignment or right of way</li> <li>▪ Ecologically sensitive areas are at least 100 m away from the road and not affected by construction or changes in drainage.</li> <li>▪ No protected areas or relatively un-degraded forest are within 5 km of the road.</li> </ul> <p><u>Title II &amp; III Small-Scale Infrastructure.</u> Food for Development programs under Title II or III, involving small-scale infrastructure with the known potential to cause environmental harm (e.g., roads, boreholes).</p>	<p><u>Pesticides.</u> Small-scale use of USEPA-registered, least-toxic general-use pesticides. Use must be limited to NGO-supervised use by farmers, demonstration, training and education, or emergency assistance.</p> <p><b>NOTE:</b> Environmental review (see step 5) must be carried out consistent with USAID Pesticide Procedures as required in Reg. 16 [22 CFR 216.3(b)(1)].</p> <p><u>Nutrition, health care or family planning,</u> if (a) some included activities could directly affect the environment (e.g., construction, supply systems, etc.) or (b) hazardous healthcare waste (esp. HIV/AIDS) is produced, syringes are used, or blood is tested.</p>

#### Step 4. Determine if you must write an Environmental Review Report

Examine the “screening results” as you have entered them in Table I of the form.

- If ALL the activities are “very low risk,” then no further review is necessary. In Section B of the form, check the box labeled “very low risk activities.” Skip to Step 8 of these instructions.
- If ANY activities are “unknown or moderate risk,” you MUST complete an ENVIRONMENTAL REVIEW REPORT addressing these activities. Proceed to Step 5.
- If ANY activities are “high risk,” note that USAID’s regulations usually require a full environmental assessment study (EA). Because these activities are assumed to have a high probability of causing significant, adverse environmental impacts, they are closely scrutinized. Any proposed high-risk activity should be discussed in advance with USAID. Activity re-design is often indicated.

In some cases, it is possible that reasonable, achievable mitigation and monitoring can reduce or eliminate likely impacts so that a full EA will not be required. If the applicant believes this to be the case, the Environmental Review Report must argue this case clearly and thoroughly. Proceed to Step 5.

#### Step 5. Write the Environmental Review Report

The Environmental Review Report presents the environmental issues associated with the proposed activities. It also documents mitigation and monitoring commitments. Its purpose is to allow the applicant and USAID to evaluate the likely environmental impacts of the project. The Environmental Review Report follows the outline on **Annex II**. Alternate outlines are acceptable, so long as all required information is covered.

**Step 6. Transcribe findings from the Environmental Review Report to the ERF**

For each high-risk or unknown/moderate-risk activity, transcribe your finding from the environmental review report to the last column of Section B of the ERF.

**Step 7. Sign certifications (Section C of former)**

**Step 8. Submit form to USAID AOR/COR. Be sure to attach the Environmental Review Report, if any.**

## Environmental Review Form

### A. Applicant information

Organization	Parent grant or project
Individual contact and title	Address, phone & email (if available)
Proposed subproject /subgrant (brief description)	Amount of funding requested
	Period of performance
	Location(s) of proposed activities

### B. Activities, screening results, and findings

<b>Proposed activities</b> (Provide DESCRIPTIVE listing. Continue on additional page if necessary)	<b>Screening result</b> (Step 3 of instructions)			<b>Findings</b> (Step 6 of instructions. Complete for all moderate/unknown and high-risk activities ONLY)		
	Very Low Risk	High-Risk*	Moderate or unknown risk*	significant adverse impacts are very unlikely	With specified mitigation, significant adverse impacts are very unlikely	Significant Adverse impacts are possible
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

\*These screening results require completion of an Environmental Review Report

### C. Certification:

I, the undersigned, certify that:

1. The information on this form and accompanying environmental review report (if any) is correct and complete.
2. Implementation of these activities will not go forward until specific approval is received from the C/AOTR.
3. All mitigation and monitoring measures specified in the Environmental Review Report will be implemented in their entirety, and that staff charged with this implementation will have the authority, capacity and knowledge for successful implementation.

(Signature) \_\_\_\_\_

(Date) \_\_\_\_\_

(Print name) \_\_\_\_\_

(Title) \_\_\_\_\_

**Note: if screening results for any activity are “high risk” or “moderate or unknown risk,” this form is not complete unless accompanied by an environmental review report.**

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**BELOW THIS LINE FOR USAID USE ONLY**

**Notes:**

1. For clearance to be granted, the activity **MUST** be within the scope of the activities for which use of the ERF is authorized in the governing IEE. **Review IEE before signature.** If activities are outside this scope, deny clearance and provide explanation in comments section. The Partner, C/AOTR, MEO and REA must then confer regarding next steps: activity re-design, an IEE or EA.
2. Clearing an ERF containing one or more findings that **significant adverse impacts are possible** indicates agreement with the analysis and findings. It does NOT authorize activities for which “significant adverse impacts are possible” to go forward. It **DOES** authorize other activities to go forward. The Partner, C/AOTR, MEO and REA must then confer regarding next steps: activity re-design, an IEE or EA.

**Clearance record**

C/AOTR <input type="checkbox"/> Clearance given <input type="checkbox"/> Clearance denied	(print name)	(signature)	(date)
USAID/Indonesia MEO <input type="checkbox"/> Clearance given <input type="checkbox"/> Clearance denied	(print name)	(signature)	(date)
Regional Env. Advisor (REA)* <input type="checkbox"/> Clearance given <input type="checkbox"/> Clearance denied	(print name)	(signature)	(date)
Bureau Env. Officer (BEO)* <input type="checkbox"/> Clearance given <input type="checkbox"/> Clearance denied	(print name)	(signature)	(date)

C/AOTR and MEO clearance is required. REA and BEO clearance is required for all “high risk” screening results and for findings of “significant adverse impacts possible.”

**Note: if clearance is denied, comments must be provided to applicant (use space below & attach sheets if necessary)**

**ANNEX 2: ENVIRONMENTAL REVIEW REPORT (ERR)**

**ENVIRONMENTAL REVIEW REPORT  
FOR IDENTIFYING POTENTIAL ENVIRONMENTAL IMPACTS  
OF PROJECT ACTIVITIES AND PROCESSES**

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Implemented under:  
IUWASH PLUS Project  
DCN: Asia I9-018

Prepared by: [*Implementer*]



## ENVIRONMENTAL REVIEW REPORT

### FOR IDENTIFYING POTENTIAL ENVIRONMENTAL IMPACTS OF PROJECT ACTIVITIES AND PROCESSES

The Environmental Review Report (ERR) for Identifying Potential Environmental Impacts of Project Activities and Processes is intended for use mainly by implementing partners to: assess activity-specific baseline conditions, including applicable environmental requirements; identify potential adverse environmental effects associated with planned activity(s) and processes; and develop environmental mitigation and monitoring plans (EMMPs) that can effectively avoid or adequately minimize the identified effects. If implementing partners are in doubt about whether a planned activity requires preparation of an ERR, they should contact their Contracting Officer’s Representative (COR)/Agreement Officer’s Representative (AOR) for clarification. *(When preparing the checklist, please indicate “not applicable” for items that have no bearing on the activity.)*

**Instruction (follow but do not submit):**

*1. List of question on section C to F below is intended to guide further assessment, and can be substituted with other similar tools. The implementer should provide further information or conduct in-depth analysis for all questions which are answered with “yes” or applicable to the proposed activity.*

*2. There is no formal outline for ERR, and the implementer may use this format or its equivalent, as long as all information needed are covered Activity Description, Analysis, Recommended Action, and EMMP). Although not mandatory, the implementer is recommended to transform all information from list of question or checklist into descriptive analysis paragraph, and attached the checklist as the annex of ERR.*

#### A. Activity and Site Information

<b>Project Name: (as stated in the triggering IEE)</b>	
<b>Mission/Country:</b>	
<b>DCN of Triggering IEE:</b>	
<b>Activity/Site Name:</b>	
<b>Type of Activity:</b>	
<b>Name of Reviewer:</b>	
<b>Date of Review:</b>	

#### B. Activity Description

1. Activity purpose and need
2. Location of activity
3. Beneficiaries, e.g., size of community, number of school children, etc.
4. Number of employees and annual revenue, if this is a business
5. Implementation timeframe and schedule
6. Detailed description of activity and site, e.g., size of the facility or hectares of land; steps that will be taken to accomplish the activity
7. Existing or planned certifications, e.g., ISO 14001 EMS, ISO 9000, HCCP, SA 8000, Global Gap, Environmental Product Declarations, Eco Flower, EcoLogo, Cradle to Cradle, UL Environment, GREENGUARD, Fair Trade, Green Seal, LEED, or various Forest Certifications
8. Site map, e.g., provide an image from Google Earth of the location
9. Photos of site *(when available)*

**C. Activity-Specific Baseline Environmental Conditions**

1. Population characteristics
2. Geography
3. Natural resources, e.g., nearby forest/protected areas, ground and surface water resources
4. Current land use
5. Proximity to public facilities, e.g. schools, hospitals, etc.
6. Other relevant description of current environmental conditions in proximity to the activity

**D. Legal, Regulatory, and Permitting Requirements**

1. National environmental impact assessment requirements for this activity
2. Applicable National or local permits for this activity, responsible party, and schedule for obtaining them:

Permit Type	Responsible party	Schedule
Zoning		
Building/Construction		
Source Material Extraction		
Waste Disposal		
Wastewater		
Storm Water Management		
Air Quality		
Water Use		
Historical or Cultural Preservation		
Wetlands or Water bodies		
Threatened or Endangered Species		
<i>Other</i>		

3. Additional national or other international environmental laws, conventions, standards with which the activity might be required to comply
  - a. Air emission standards
  - b. Water discharge standards
  - c. Solid waste disposal or storage regulations
  - d. Hazardous waste storage and disposal
  - e. Historical or cultural preservation
  - f. Other

**E. Engineering Safety and Integrity** *(for Sections E. and F., provide a discussion for any of the listed issues that are likely to have bearing on this activity)*

1. Will the activity be required to adhere to formal engineering designs/plans? Have these been or will they be developed by a qualified engineer?
2. Do designs/plans effectively and comprehensively address:
  - a. Management of storm water runoff and its effects?
  - b. Reuse, recycling, and disposal of construction debris and by-products?
  - c. Energy efficiency and/or preference for renewable energy sources?
  - d. Pollution prevention and cleaner production measures?
  - e. Maximum reliance on green building or green land-use approaches?
  - f. Emergency response planning?
  - g. Mitigation or avoidance of occupational safety and health hazards?
  - h. Environmental management of mobilization and de-mobilization?
  - i. Capacity of the host country recipient organization to sustain the environmental management aspects of the activity after closure and handover?

3. Are there known geological hazards, e.g., faults, landslides, or unstable soil structure, which could affect the activity? If so, how will the project ensure structural integrity?
4. Will the site require grading, trenching, or excavation? Will the activity generate borrow pits? If so, how will these be managed during implementation and closure?
5. Will the activity cause interference with the current drainage systems or conditions? Will it increase the risk of flooding?
6. Will the activity interfere with above- or below-ground utility transmission lines, e.g., communications, water, sewer, or natural gas?
7. Will the activity potentially interfere with vehicle or pedestrian traffic?
8. Does the activity increase the risk of fire, explosion, or hazardous chemical releases?
9. Does the activity require disposal or retrofitting of polychlorinated biphenyl-containing equipment, e.g., transformers or florescent light ballasts?

## **F. Environment, Health, and Safety Consequences**

### **I. Potential impacts to public health and well-being**

- a. Will the activity require temporary or permanent property land taking?
- b. Will activities require temporary or permanent human resettlement?
- c. Will area residents and/or workers be exposed to pesticides, fertilizer, or other toxic substances, e.g., as a result of farming or manufacturing? If so, how will the project:
  - i. Ensure that these chemicals do not contaminate ground or surface water?
  - ii. Ensure that workers use protective clothing and equipment to prevent exposure?
  - iii. Control releases of these substances to air, water, and land?
  - iv. Restrict access to the site to reduce the potential for human exposure?
- d. Will the activity generate pesticide, chemical, or industrial wastes? Could these wastes potentially contaminate soil, groundwater or surface water?
- e. Will chemical containers be stored at the site?
- f. Does the activity remove asbestos-containing materials or use of building materials that may contain asbestos, formaldehyde, or other toxic materials? Can the project certify that building materials are non-toxic? If so, how will these wastes be disposed of?
- g. Will the activity generate other solid or hazardous wastes such as construction debris, dry or wet cell batteries, florescent tubes, aerosol cans, paint, solvents, etc.? If so, how will this waste be disposed of?
- h. Will the activity generate nontoxic, nonhazardous solid wastes (subsequently requiring land resources for disposal)?
- i. Will the activity pose the need to handle and dispose of medical wastes? If so, describe measures of ensuring occupational and public health and safety, both onsite and offsite.
- j. Does the activity provide a new source of drinking water for a community? If so, how will the project monitor water quality in accordance with health standards?
- k. Will the activity potentially disturb soil contaminated with toxic or hazardous materials?
- l. Will activities, e.g., construction, refurbishment, demolition, or blasting, result in increased noise or light pollution, which could adversely affect the natural or human environment?

**2. Atmospheric and air quality impacts**

- a. Will the activity result in increased emission of air pollutants from a vent or as fugitive releases, e.g., soot, sulfur dioxide, oxides of nitrogen, volatile organic compounds, methane.
- b. Will the activity involve burning of wood or biomass?
- c. Will the activity install, operate, maintain, or decommission systems containing ozone depleting substances, e.g., freon or other refrigerants?
- d. Will the activity generate an increase in carbon emissions?
- e. Will the activity increase odor and/or noise?

**3. Water quality changes and impacts**

- a. How far is the site located from the nearest river, stream, or lake?
- b. Will the activity disturb wetland, lacustrine, or riparian areas?
- c. What is the depth to groundwater at the site?
- d. Will the activity result in increased ground or surface water extraction? If so, what are the volumes? Permit requirements?
- e. Will the activity discharge domestic or industrial sewage to surface, ground water, or publicly-owned treatment facility?
- f. Does the activity result in increased volumes of storm water run-off and/or is there potential for discharges of potentially contaminated (including suspended solids) storm water?
- g. Will the activity result in the runoff of pesticides, fertilizers, or toxic chemicals into surface water or groundwater?
- h. Will the activity result in discharge of livestock wastes such as manure or blood into surface water?
- i. Does the site require excavation, placing of fill, or substrate removal (e.g., gravel) from a river, stream or lake?

**4. Land use changes and impacts**

- a. Will the activity convert fallow land to agricultural land?
- b. Will the activity convert forest land to agricultural land?
- c. Will the activity convert agricultural land to commercial, industrial, or residential uses?
- d. Will the activity require onsite storage of liquid fuels or hazardous materials in bulk quantities?
- e. Will the activity result in natural resource extraction, e.g., granite, limestone, coal, lignite, oil, or gas?
- f. Will the activity alter the viewshed of area residents or others?

**5. Impacts to forestry, biodiversity, protected areas and endangered species**

- a. Is the site located adjacent to a protected area, national park, nature preserve, or wildlife refuge?
- b. Is the site located in or near threatened or endangered (T&E) species habitat? Is there a plan for identifying T&E species during activity implementation? If T&E species are identified during implementation, is there a formal process for halting work, avoiding impacts, and notifying authorities?
- c. Is the site located in a migratory bird flight or other animal migratory pathway?
- d. Will the activity involve harvesting of non-timber forest products, e.g., mushrooms, medicinal and aromatic plants (MAPs), herbs, or woody debris?
- e. Will the activity involve tree removal or logging? If so, please describe.

**6. Historic or cultural resources**

- a. Are there cultural or historic sites located at or near the site? If so, what is the distance from these? What is the plan for avoiding disturbance or notifying authorities?
- b. Are there unique ethnic or traditional cultures or values present in the site? If so, what is the applicable preservation plan?

**G. Further Analysis of Recommended Actions.** *On the basis of the analysis, guided by the questions above, choose one of the following actions:*

- 1. Categorical Exclusion:** The activity is not likely to have an effect on the natural or physical environment. No further environmental review is required.
- 2. Negative Determination with Conditions:** The activity does not have potentially significant adverse environmental, health, or safety effects, but may contribute to minor impacts that can be eliminated or adequately minimized by appropriate mitigation measures. EMMPs shall be developed, approved by the COR/AOR, in consultation with the MEO, prior to beginning the activity, incorporated into workplans, and then implemented.
- 3. Positive Determination:** The activity has potentially significant adverse environmental effects and requires further analysis of alternatives, solicitation of stakeholder input, and incorporation of environmental considerations into activity design. A Scoping Statement must be prepared and be submitted to the BEO for approval. Following BEO approval an Environmental Assessment (EA) will be conducted. The activity may not be implemented until the BEO clears the final EA. For activities related to the procurement, use, or training related to pesticides, a PERUSAP will be prepared for BEO approval.
- 4. Activity Cancellation:** The activity poses significant and unmitigable adverse environmental effects. Adequate EMMPs cannot be developed to eliminate these effects and alternatives are not feasible. The project is not recommended for funding.

**\*Note regarding applicability related to Pesticides (216.2(e):** The exemptions of §216.2(b)(l) and the categorical exclusions of §216.2(c)(2) **such as technical assistance, education, and training** are not applicable to assistance for the procurement or use of pesticides.

**H. EMMPs** *(Using the format provided below, or its equivalent, list the processes that comprise the activity, then for each, identify impacts requiring further consideration, and for each impact describe the mitigation and monitoring measures that will be implemented to avoid or adequately minimize the impacts. All environment, health, and safety impacts requiring further consideration, which were identified in Sections E. and F., should be addressed.)*

**Activity-specific environmental mitigation plan (Upon request, the COR/AOR may be able to provide your project with example EMMPs that are specific to your activity.)**

Processes (1)	Identified Environmental Impacts (2)	Do the Impacts Require Further Consideration? (3)	Mitigation Measures (4)	Monitoring Indicators (5)
List all the processes that comprise the activity(s)(e.g. asbestos roof removal, installation of toilets, remove and replace flooring) A line should be included for each process.	A single process may have several potential impacts—provide a separate line for each.	For each impact, indicate <b>Yes</b> or <b>No</b> ; if <b>No</b> , provide justification, e.g.: (1) There are no applicable legal requirements including permits or reporting and (2) There is no relevant community concern and (3) Pollution prevention is not feasible or practical and (4) Does not pose a risk because of low severity, frequency, or duration	For each impact requiring further consideration, describe the mitigation measures that will avoid or adequately minimize the impact. (If mitigation measures are well-specified in the IEE, quote directly from IEE.)	Specify indicators to (1) determine if mitigation is in place and (2) successful.  For example, visual inspections for seepage around pit latrine; sedimentation at stream crossings, etc.)

### Activity-specific monitoring plan

<b>Monitoring and Reporting Frequency (6)</b>	<b>Responsible Parties (7)</b>	<b>Records Generated (8)</b>
<p><i>For example:</i></p> <p><i>“Monitor weekly, and report in quarterly reports. If XXX occurs, immediately inform USAID COR/AOR.”</i></p>	<p><i>Separate parties responsible for mitigation from those responsible for reporting, whenever appropriate,</i></p>	<p><i>If appropriate, describe types of records generated by the mitigation, monitoring, and reporting process (see annex 14)</i></p>

**ANNEX 3: ENVIRONMENTAL CHECKLIST**

*(Simplified version of ERR but without EMMP table– similar with section C-G on Annex 11)*

Name of Activity: _____	Column A	Column B	Col C	
Type of Activity: _____	Yes	No	If answered yes to Col. A. is it a--?	
Grantee: _____ Date: _____			High Risk	Medium-Risk

**IMPACT ON NATURAL RESOURCES & COMMUNITIES**

1	Will the project involve construction <sup>1</sup> of any type of structure (building, check dam, walls, etc.)?				
2	Will the project involve the construction <sup>2</sup> or repair of roads or trails?				
3	Will the project involve the use, involve plans to use or training in the use of any chemical compounds such as pesticides <sup>3</sup> (including neem), herbicides, paint, varnish, lead-based products, etc?				
4	Involve the construction or repair of irrigation systems?				
5	Involve the construction or repair of fish ponds?				
6	Involve the disposal of used engine oil?				
7	Will the project involve implementation of timber management <sup>4</sup> or extraction of forest products?				
8	Are there any potentially sensitive terrestrial or aquatic areas near the project site, including protected areas?				
9	Does the activity impact upon wildlife, forest resources, or wetlands?				
10	Will the activities proposed generate airborne gases, liquids, or solids (i.e. discharge pollutants)				
11	Will the waste generated during or after the project impact on neighboring surface or ground water?				
12	Will the activity result in clearing of forest cover?				
13	Will the activity contribute to erosion?				
14	Is the activity <u>in</u> compatible with existing land use in the vicinity?				
15	Will the activity contribute to displace housing?				
16	Will the activity affect unique geologic or physical features?				
17	Will the activity contribute to change in the amount of surface water in any body?				
18	Will the activity deal with mangroves and coral reefs?				
19	Will the activity expose people or property to flooding?				
20	Will the activity contribute substantial reduction in the amount of ground water otherwise available for public water supplies?				
21	Will the activity create objectionable odors?				
22	Will the activity violate air standard?				

**ENVIRONMENT & HEALTH**

23	Will the project activities create conditions encouraging an increase of waterborne diseases or populations of disease carrying vectors?				
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24	For road rehabilitation as well as water and sanitation grants, has a maintenance plan been submitted?				
25	Will the activity generate hazards or barriers for pedestrians, motorists or persons with disabilities?				
26	Will the activity increase existing noise levels?				
27	Will the project involve the disposal of syringes, gauzes, gloves and other biohazard medical waste?				
28	Is the activity <u>in</u> compatible with existing land use?				
<b>LOCAL PLANNING PERMITS</b>					
29	Does the activity e.g. infrastructure improvements, require local planning permission(s)?			N/A	N/A
30	Does the activity meet the national building code (e.g. infrastructure improvements)?			N/A	N/A
<b>GENDER<sup>5</sup></b>					
31	Do men and women benefit disproportionately or are involved unequally in the project's activities?				
32	Does the project activity inhibit the equal involvement of men and women?				
33	Are there factors that prevent women's participation in the project?				

<b>RECOMMENDED ACTION</b> (Check Appropriate Action):	(Check)
(a) The project has no potential for substantial adverse environmental effects. No further environmental review is required (Categorical Exclusion). No EMPR required.	
(b) The project has potential for minimal to medium adverse environmental effects, but mitigable environmental effects. Measures to mitigate environmental effects will be incorporated (Negative Determination with Conditions). EMPR Required.	
(c) The project has potentially substantial or significant adverse environmental effects, but requires more analysis to form a conclusion. An Environmental Assessment will be prepared (Positive Determination). No EMPR required.	
(d) The project has potentially substantial adverse environmental effects, and revisions to the project design or location or the development of new alternatives is required (Deferral).	
(e) The project has substantial and unmitigable adverse environmental effects. Mitigation is insufficient to eliminate these effects and alternatives are not feasible. The project is not recommended for funding.	

<sup>3</sup> The planned involvement of pesticides will trigger the need to develop a Supplemental Initial Environmental Examination that meets USAID pesticide procedures (Pesticide Evaluation Report and Safer Use Action Plan or "PERSUAP") for the project.

<sup>4</sup> Any activities the involve harvesting trees or converting forests will require a full environmental assessment of the activity (i.e. Positive Determination).

<sup>5</sup>A positive response to gender questions require follow up only when there are other positive responses on questions 1 – 30, and an EMMP is developed.



**ANNEX 4: ENVIRONMENTAL MITIGATION AND MONITORING PLAN** (similar with section H on annex 11)

→ Enter the Question/Row # of the potential negative impacts with check marks in Column A (Table 1) and complete table below for mitigation measures to reduce or eliminate the issue. In the Sub-Activity or Component Column, list the main actions to be implemented. Under each action, list the tasks (Steps) that are needed to implement this action.

#	Sub-activity or component	Description of Impact	Mitigation Measures	Monitoring Indicators	Monitoring Methodology/Frequency	Responsible Parties	Cost (if appropriate)
1	Component 1						
	Step 1						
	Step 2						
	Step 3						
2	Component 2						
	Step 1						
	Step 2						
	Step 3						

\* provide overview of measures used from the USAID Environmental Guidelines or other pertinent guidelines, details on exact monitoring plan are illustrated in Monitoring and Evaluation Tracking Table.

**ANNEX 5: ENVIRONMENTAL MONITORING AND EVALUATION TRACKING TABLE**

Type of Project:	
Project Name:	
Implementing Organization:	
Location Name:	
Project Size:	
Nearby Communities:	
Senior Project Coordinator:	Date:
Monitoring Period:	

#	Description of Mitigation Measure	Responsible Party	Monitoring Methods			Estimated Cost	Results			Recommended Adjustments
			Indicators	Methods	Frequency		Dates Monitored	Problems Encountered	Mitigation Effectiveness	
1							1			
							2			
							3			
							4			
2							1			
							2			
							3			
							4			
3							1			
							2			
							3			
							4			
4							1			
							2			
							3			

**ANNEX 6: PARTNER ENVIRONMENTAL/SOCIAL SCREENING (EDD)  
INCLUDING FINANCIAL INTERMEDIARIES**

**Partner Environmental/social Screening (EDD) Including Financial Intermediaries**

Does this IP....	Circle one answer for each question.			Project actions to support the IP
<b>Environmental soundness</b>				
have a written environmental policy and procedures?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
have staff or workers who screen for environmental and social soundness?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
require compliance with environmental standards?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
(for financial institutions) maintain evidence that it actually screens applications?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
promote or use feasible, sustainable technologies	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
train workers, farmers, enterprises in safe use of inputs, sustainable practices and safe technologies?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
monitor and report environmental issues	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
avoid environmental damage in its current operations	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
<b>Conclusion: Is the cooperating institution environmentally responsible?</b>	<b>Yes</b>	<b>No, but willing to receive training and adopt for project actions</b>	<b>No, and not willing to implement for project actions</b>	
<b>Social soundness</b>				
have a written policy to include women?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
reject or modify activities that negatively affect human health?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	

have procedures that do not prevent benefits for small- scale producers or enterprises?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
(if member-based organization) allow for transparency and active member participation?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
is willing to do organizational assessment?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
If free of credible accusation of illegal behavior?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
<b>Conclusion: Is the institution socially responsible?</b>	<b>Yes</b>	<b>No, but willing to receive training and adopt for project actions</b>	<b>No, and not willing to implement for project actions</b>	Note if more detailed diagnostic assessment is required.
have passed the DAI “financial capability questionnaire”?	Yes	No, but willing to receive training and adopt for project actions	No, and not willing to implement for project actions	
<b>Conclusion: Is the financial institution financially sound?</b>	<b>Yes</b>	<b>No, but willing to receive training and adopt for project actions</b>	<b>No</b>	
<b>Capacity to comply with USAID policy</b>				
Is able to screen activities, apply mitigation measures and report implementation of mitigation to project standards?	Yes	No, but willing to receive training and adopt for project actions	No	
<b>Over-all conclusion (circle one)</b>	<b>The IP is ready to work with the project</b>	<b>The IP is not rejected by is not ready to work with the project.</b>	<b>The IP is NOT appropriate for work with the project.</b>	<b>Define required conditions and mitigation measures in attachment.</b>
<b>Attach required project actions with the IP using narrative and Table 3 of the EMPR. Monitor implementation.</b>				

People filling out this

form: For IP: For

FTFN:

Approval of mitigation measures (see attached) for FTFN:

**ANNEX 7: ENVIRONMENTAL GRANT AND SUB-CONTRACT CLEARANCES BY ADMINISTRATIVE STAFF**

Grant or Sub-contract Environmental Clearance Document			
Name of activity:_Tracking number _____			
Dates of activity_Implementing partner _____			
	Yes	No	Required documents for approval of each IP subproject.
No environmental impact actions (categorical exclusion with no training in activities having risk or negative determination)			<ol style="list-style-type: none"> <li>1. Table 1 of approved EMPR is attached covering proposed activities as having no environmental impact.</li> <li>2. EDD for IP is attached. Activity may proceed with no further review.</li> </ol>
Categorical exclusion actions that include training in activities having risk.			<ol style="list-style-type: none"> <li>1. Table 1 of approved EMPR is attached covering proposed activities as categorical exclusion.</li> <li>2. Table 3 is attached showing plan for training in activities having risk.</li> <li>3. If implemented by partner, EDD for IP is approved and attached.</li> <li>4. Environmental clauses included in IP agreement covering training. Activity may proceed with no further review. Report of training must accompany renewal of this activity.</li> </ol>
Activities with moderate risk that can be mitigated.			<ol style="list-style-type: none"> <li>1. Approved EMPR for proposed technical activities attached and reviewed by PEO.</li> <li>2. Sub-project Activity EMPR for IP and technical activities approved and attached.</li> <li>3. If implemented by partner, EDD for IP is approved and attached.</li> <li>4. Environmental clauses included in IP agreement covering mitigation measures and budgeted.</li> </ol> <p>With these documents, activity may proceed. Report of mitigation measures must accompany renewal of this activity.</p>
Activities with higher risk (positive determination)			<ol style="list-style-type: none"> <li>1. Classification as “positive determination” has been reviewed and confirmed in FTFN EMPR.</li> <li>2. USAID (TOCOR, MEO, BEO) has reviewed and approved Scoping Statement and Environmental Assessment covering this activity; note attached on how the activity is covered by approved documents.</li> <li>3. If implemented by partner, EDD for IP is approved and attached.</li> <li>4. Environmental clauses included in IP agreement covering mitigation measures and budgeted.</li> </ol> <p>With these documents, subproject may proceed. Report of mitigation measures must accompany renewal of this activity.</p>

Environmental clauses in sub-contract or grant.			The grant or sub-contract agreement and budget includes all required environmental mitigation measures, the requirement to monitor and report environmental compliance, the requirement to collaborate with project visits and requirements for environmental monitoring, and acknowledgement that failure to implement mitigation measures is grounds to terminate the action. Sub- project may proceed.
Name/Signatures			All requirements have been met:
GM or delegate must sign.	Date:		
			LSIC Coordinator (GM)
PEO or COP must sign.	Date:		
			Project environmental officer (PEO)
COP signs all Positive determination; may replace PEO.	Date:		
			Chief of Party (COP)

**ANNEX 8: MODEL LANGUAGE FOR IMPLEMENTING PARTNER (GRANTS AND SUBCONTRACTS) AGREEMENTS**

1. It is the responsibility of the Project and the Implementing Partner (IP) or Grantee to review its activities using forms provided USAID and to develop mitigation measures to ensure that the activity has no significant environmental impact. The Implementing Partner or Grantee is bound to comply with the environmental management conditions in the Project Environmental Mitigation and Monitoring Plan (EMMP) as part of Environmental Review Report.
2. The IP will implement the following mitigation measures and will report implementation. It is the responsibility of the IP to provide knowledge and expertise to help adapt mitigation measures to the conditions where the activity will be implemented, to budget adequately for these mitigation measures, and to finance mitigation measures under the budget of this agreement. The IP will train beneficiaries about environmental issues and mitigation measures in all its training events.

[FILL THIS IN AS SPECIFICALLY AS POSSIBLE. IF THE ACTIVITY IS TRUL CATEGORICAL EXCLUSION OF NEGATIVE DETERMINATION THIS MAY BE CUT.]

Sub-activity or component:	Description of Impact	Mitigation Measures

3. The IP and the Project jointly will be responsible for monitoring implementation of mitigation measures according to the schedule of the sub-project EMMP and reporting [EVERY SIX MONTHS OR YEARLY] implementation of each mitigation measure.
4. The IP will name an individual to be aware of and support implementation of mitigation measures, help prepare reports and respond to questions quickly and comprehensively. That person will cooperate with the Project EO.
5. The IP will collaborate with the Project for project monitoring and field visits in the office or in field.
6. The IP will review all activities under this agreement determine if they are within the scope of the approved environmental documentation.
7. If the IP plans any new activities outside the scope of the environmental documentation, it will prepare an amendment to the environmental documentation for approval prior to undertaking the activity.
8. Any on-going activities found to be outside the scope of the approved environmental documentation will be halted until an amendment to the documentation is submitted and written approval is received.
9. The Project will provide environmental training and technical assistance at least once per year. The IP agrees to participate in training and to collaborate with technical assistance.
10. The IP and FTFN will meet yearly to discuss implementation of mitigation measures and any adjustments required to achieve no environmental impact or positive results.
11. It is the responsibility of the IP to know local environmental regulations and to get any required permits; and it is the responsibility of the IP to know local governmental and traditional authorities and to maintain good relations with them.
12. Failure to implement environmental mitigation measures, as determined by the Project, is sufficient grounds to require corrective actions or to terminate this agreement and the support of FTFN.





**INDONESIA URBAN WATER SANITATION AND HYGIENE  
'PENYEHATAN LINGKUNGAN UNTUK SEMUA'  
(IUWASH PLUS)**

Mayapada Tower 10<sup>th</sup> Floor  
Jl. Jend. Sudirman Kav. 28 Jakarta 12920  
Indonesia

Tel. +62-21 522 - 0540

Fax. +62-21 522 – 0539

**[info@iuwash.or.id](mailto:info@iuwash.or.id)**

**[www.iuwash.or.id](http://www.iuwash.or.id)**