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CITY-TO-CITY PARTNERSHIPS

**Request for Application (RFA)
RFA Solicitation Number M/OP-02-991**

Issuance Date: Monday, July 22, 2002

**Application Submission Closing Time and Date:
11:00 AM EST, Friday, September 13, 2002**

**Point of Contact: Karen Davis
Phone 202-712-4495**



Date Issued: July 22, 2002
Closing Date: September 13, 2002
Closing Time: 11:00 AM
(EST)

Subject: Request for Application (RFA) No. USAID M/OP-02-991, City-to-City Partnerships Project

Dear Prospective Applicant:

The United States Government, represented by the U.S. Agency for International Development's (USAID), Bureau for Economic Growth, Agriculture and Trade, Office of Urban Programs (EGAT/ENV/UP) proposes to enter into a Leader with Associates Cooperative Agreement (LWA) with a Private Voluntary Organization or Non-Governmental Organization.

The LWA is for the implementation of a global program involving City-to-City Partnerships. The objective of City-to-City Partnerships is to strengthen and build capacity among city government officials to better provide urban services to their constituents, particularly the under-served poor. Applicants are invited to propose a technical partnership program that brings together city governance practitioners. EGAT/ENV/UP is interested in supporting technical assistance in the following inter-related and broadly defined areas: (1) *built environment management*, including garbage collection, landfills, access to water, water/wastewater facilities, recycling programs, land use and community facilities planning, etc.; (2) *local economic development*, including municipal finance, business incubators, tourism development, micro-finance programs, job creation, etc.; (3) *municipal health services*, including community-based health clinics, drug-use prevention campaigns, AIDS-related prevention and treatment campaigns, child and youth development programs, etc; and (4) *financial and administrative management of the city government*, including municipal budgeting and accounting as well as full or partial cost recovery through user fees, governance transparency, and active participatory processes.

The Leader with Associates (LWA) type agreement differs from a traditional USAID agreement. The recipient receiving the award is known as the Leader. The LWA agreement allows Missions and Bureaus to participate by developing their own stand-alone associate agreements with the organization that is awarded the LWA agreement under this RFA without repeating the competitive award process. Any associate agreement must contain a project description that is within the Leader Agreement.

The Leader agreement will normally be for five years and may be extended to ten years through non-competitive waiver. Associate agreements may be issued until the Leader agreement expires. The Leader agreement may provide for the Associate agreement to extend for up to five years. With a non-competitive waiver Associate agreements may extend for a total of ten years, but in no event may they extend for more than five years past the expiration of the Leader agreement. Neither agreement may extend more than five years into the future at any given time.

The total estimated amount of the USAID funds, which will be allocated to the LWA over five years is expected to be \$1,000,000 (approximately \$200,000 per year). It is estimated that the total value of all Associate agreements under the five-year LWA will be \$4,200,000. There is no firm commitment for Associate awards. USAID reserves the right to fund any or none of the applications submitted. As stated in CIB 99-10, it will not be necessary to amend the LWA should the amount of Associate agreements exceed this estimate.

It is USAID's policy not to include profits of any nature under agreements. Reasonable, allocable and allowable expenses, both direct and indirect, which are related to the agreement program and are in accordance with applicable cost standards (OMB Circular A-122 for nonprofit organizations), may be paid under the agreement contemplated by this RFA.

DUE DATES: Proposals must be received by September 13, 2002 at 11:00 a.m. Eastern Standard Time (EST). Proposals received after this deadline will not be considered. Applications should be addressed as follows:

USAID/M/OP/G/EWID
ATTN: Karen E. Davis
1300 Pennsylvania Ave.
RRB, 7.09.74
Washington, D.C. 20523-7900

All offerors delivering proposals contained in boxes through carriers other than UPS, FedEx, and the US Post Office will be required to complete a Freight Delivery Request Form. The completed form must be provided to the Ronald Reagan Building ITC Loading Dock Manager 72 hours in advance of delivery (contact information is provided on the form). The form may be obtained from Ms. Karen E. Davis. Once a RRB loading dock representative accepts the delivery, this will be considered the actual time of USAID's acceptance. **Note: Couriers must enter the building using the 14th Street entrance. At the guard/reception desk dial x20489 or x21039.**

USAID requests that all questions regarding this RFA be submitted by Email or facsimile (Email preferred) to Karen E. Davis, USAID/Washington, kdavis@usaid.gov or FAX # (202) 216-3052. The alternate contact is James A. Jeckell jjeckell@usaid.gov. **Questions should be submitted in advance NLT August 26, 2002 at 2:00 p.m. EST.** If USAID determines that the answer to any question(s) is of sufficient importance to warrant notification to all prospective recipients, this RFA will be amended to provide such question(s) and answer(s). If USAID determines that any question(s) does not warrant an amendment to the RFA, USAID will

respond by Email or FAX to the inquirer. Additionally, a listing of RFA requestors will be provided in an amendment to this RFA. The list will include all requestors who have confirmed receipt of this RFA by August 30, 2002 at 2:00 p.m. EST.

The receipt of this RFA through the Internet must be confirmed by written notification to the contact person noted above. It is the responsibility of the recipient of this application document to ensure that it has been received from the Internet in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes. In addition, any amendments to this RFA will also be placed on the Internet, and it is the responsibility of the interested organizations to retrieve these amendments and notify in writing the USAID contact person identified above, confirming the receipt of the RFA and any amendments, as appropriate.

Those organizations that are unable to retrieve the RFA from the Internet can request a hard copy or a 3-1/2" diskette in Microsoft Word 97 of the RFA by writing to the person identified above.

Applications should be submitted in sealed envelopes with the name and address of the applicant and the number of the RFA on the envelope; telegraphic or fax applications are not authorized for this RFA and will not be accepted.

Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of applications. Further, the Government reserves the right to reject any or all applications received.

Award of the agreement(s) contemplated by this RFA cannot be made until funds have been appropriated, allocated and committed through internal USAID procedures. While USAID anticipates that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for the award. Applications are submitted at the risk of the applicant. The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds. No costs chargeable to the proposed Agreement may be incurred before receipt of either a fully executed Agreement or a specific, written authorization from the Agreement Officer.

Thank you for your consideration of this USAID initiative. We look forward to your organization's participation.

Sincerely,

James A. Jeckell
Agreement Officer
M/OP/G/EWID
Office of Procurement

**REQUEST FOR APPLICATIONS:
LEADER WITH ASSOCIATES COOPERATIVE AGREEMENT**

CITY-TO-CITY PARTNERSHIPS

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SECTION I. PROGRAM DESCRIPTION

I.1 Program Objective and Summary

The objective of this Request for Applications is to develop a Leader with Associates (LWA) Cooperative Agreement to strengthen and build capacity among city government officials to better provide urban services to their constituents, particularly the under-served poor. To achieve this, the United States Agency for International Development (USAID) invites applicants to propose a technical partnership program that brings together city governance practitioners. The program design should emphasize hands-on, city-to-city technical assistance over a suggested period of time.

The objective of this USAID-supported program is to strengthen and build capacity among city government officials to better provide urban services to their constituents, particularly the under-served poor. Capacity building and technical assistance will be provided through city-to-city partnerships. This improvement will be demonstrated through the increased access to and delivery of basic services to poorer segments of the population, particularly in slum communities. USAID is interested in supporting technical assistance in the following inter-related and broadly defined areas: (1) *built environment management*, including garbage collection, landfills, access to water, water/wastewater facilities, recycling programs, land use and community facilities planning, etc.; (2) *local economic development*, including municipal finance, business incubators, tourism development, micro-finance programs, job creation, etc.; (3) *municipal health services*, including community-based health clinics, drug-use prevention campaigns, AIDS-related prevention and treatment campaigns, child and youth development programs, etc; and (4) *financial and administrative management of the city government*, including municipal budgeting and accounting as well as full or partial cost recovery through user fees, governance transparency, and active participatory processes. In some cases, technical assistance on targeted subsidies for specific services may also be desirable.

Applicants should propose the partnership structure or menu of partnership structures, i.e. U.S.-overseas twinning partnership, south-south partnership, or association-to-association, that they feel will be most effective. Applicants are encouraged to be innovative in their program design but are also cautioned to weigh the benefits with the associated costs. Cost efficiency is desired. Applicants may propose a menu of models that are priced differently to accommodate the diverse needs of USAID missions and regional bureaus. With each model proposed, applicants should describe the benefits and drawbacks and give an illustrative example of when the specific model would be most appropriate. Additionally, the critical path of proposed technical partnership models should be outlined. Applicants should describe their organizational capacity to manage and recruit city governance practitioners.

I.2 Program Principles

The following principles will be central to a successful application.

- ✓ **Strengthening the capacity of city governments through technical partnerships.** USAID will support the approaches that best achieve sustainable and replicable improvements in city governance, whether they are new and innovative or time-tested and proven. In all cases, proposed partnership models and activities should have clearly defined methodologies.
- ✓ **Cost efficiency will be achieved.** It is pertinent to remember that the majority of Associate awards will not be the only USAID technical assistance program in the sector, and thus, will be expected to complement or supplement ongoing programs. This being understood, cost efficiency will play a significant role in the decision to initiate Associate awards. Proposed models of twinning partnerships should weigh the results with the associated costs and make a realistic determination about whether the model is viable.
- ✓ **Public-private partnerships and community participation in local governance is desirable.** Applications, when appropriate, should have an overall management strategy for reaching out to local businesses and community organizations. This engagement of stakeholders outside the city government should have a positive relationship building effect and help deepen understanding and confidence in municipal officials.
- ✓ **Program should strengthen in-country capacity.** To magnify the impact of technical assistance and to increase sustainability of results, strengthening in-country capacity is key. Institutional strengthening may be needed for both government and non-government organizations. Grants to host-country organizations, which may be coupled with technical assistance, may be useful in this regard. When strong country organizations are present, significant oversight and technical aspects should be transferred to them.
- ✓ **Sustainability of both project results and partnership linkages is paramount in technical relationships.** Applications should discuss how partnership durability and program result sustainability will be achieved through the implementation of the program. Programs should also discuss how sustainability will be measured and monitored, if applicable. Please reference http://www.dec.org/pdf_docs/pnacg627.pdf, http://www.makingcitieswork.org/docs/Resource_Cities_Eval.pdf, and <http://www.makingcitieswork.org/tools.asp> for additional information about durable partnerships and similar USAID programs.
- ✓ **Documentation and dissemination of lessons learned and best practices are vital to the field of development, both for donors and city practitioners.** A successful application will detail how lessons learned from partnerships will be captured and shared among a larger audience. Innovative use of existing venues, such as but not limited to websites, databases, newsletters, is encouraged. Although new and interesting approaches are welcome, applicants should not place an unduly large emphasis on developing new techniques for documentation and dissemination.
- ✓ **Scaled-up development interventions in urban areas is a long-term goal.** Although it is anticipated that partnerships will be for a limited duration and have limited scope, the intention of the program should be to raise public and USAID awareness about the

opportunities for programmatic synergies in urban areas. A successful application will strategize how partnerships, initiated under the LWA, will lead to greater Agency understanding about the importance of urban development programs.

- ✓ **Program design should be adaptive.** While the initial design of program activities should be sound, city governance needs are complex and constantly evolving. Programs should therefore be structured in such a way that they monitor progress, generate timely information for management, and adapt the program as needed to attain desired result.
- ✓ **Program must be results-oriented.** Since the goal of the program is city governance capacity building, largely through the improved management and provision of basic urban services, the application should articulate how program impacts will be assessed. It is anticipated that each Associate award will define the specific results requested for the partnership(s) funded. These results, per the definition of the LWA (CIB 99-10), will be within the scope of the Leader's program description. Applicants should specify sectoral areas in which results can realistically be achieved given their organizational and technical capacity. Applications should discuss how they will track technical partnership performance and report on progress.
- ✓ **Program should be participatory.** Applicants should discuss how the program will incorporate the equitable and active involvement of stakeholders in all stages of program design and implementation. Particular consideration should be given to the inclusion of traditionally marginalized stakeholders, such as women and indigenous people.
- ✓ **Political commitment from the participating cities is vital.** Applicants should discuss how political commitment from participating cities will be secured. Proposals should include measures to ensure continuity in the technical partnership is maintained, despite possible changes in political administrations.
- ✓ **Prudent management of both the overarching program and the specific partnerships is key.** Applicants should describe how management of the program would occur both at the program level and at the individual partnership level. Applicants should integrate analysis into program design and build sufficient monitoring into proposed activities to allow for meaningful analysis and communication of lessons learned
- ✓ **Positive visibility is desirable.** Applications should include a strategy for raising awareness of USAID supported partnerships that tap the expertise of citizens for international development. Increasing positive visibility should increase the understanding of what USAID does as well as the importance of working in urban areas.

I.3. Results Expected

Applicants should be alert that USAID seeks proposals for programs that will produce specific and measurable improvements in the targeted area, as identified by the Leader or Associate awards. Because the targeted area for each partnership may vary considerably from one award to the next, a successful applicant will be flexible enough to achieve and measure a

diverse range of results. All technical partnerships should focus on measurable improvements in governance processes or project outcomes, as defined in the award's program description.

In general however, all partnership relationships, upon conclusion, should demonstrate increased communication and cooperation among city government officials, the community, and the private sector in the targeted overseas city. All partnerships should also demonstrate strengthened in-country capacity of municipal government officials. All partnerships should result in reader friendly documentation of the partnership methodology and results. All partnerships should increase positive visibility of city governments addressing urban problems.

For the Leader award, the expected results are (1) to increase capacity of city government officials in targeted urban hotspots and (2) to scale-up urban development interventions. A successful application for the LWA will propose a Leader award program description that in the initial years targets urban hotspots and initiates dynamic partnerships that build capacity of city officials. The subsequent phase of the Leader award should focus on scaling-up urban development interventions. This phase should incorporate the experiences of Associate awards as well as the first phase of the Leader award.

I.4. Program Monitoring and Evaluation

Monitoring is a central element of USAID programs, because it is key to adaptive management. The program is expected to manage adaptively by establishing clear objectives both at the partnership and the program levels. At the partnership level, a detailed Memorandum of Understanding (MOU), a timeline to guide expectations about achievement of milestones, a tentative calendar of partnership exchanges, tailored indicators which feed into Mission-identified needs, and quarterly partnership and financial reports are requested. At the program level, a USAID fiscal year marketing plan, overview quarterly partnership and financial reports, end-of-fiscal year "state of the program" brief, and best practice write-ups are requested. *It is expected that appropriate interventions will be designed to meet those objectives. The effectiveness of the interventions will have to be monitored and any course corrections in the program will be made as necessary. The applicant is encouraged to propose cost effective, results-oriented monitoring systems.*

USAID reserves the right to review and approve annual work plans, quarterly activities reports, end of the USAID-fiscal year summary report, and any documentation generated for dissemination about twinning experiences. Also, key personnel are subject to approval by USAID CTO.

I.5 Leader with Associate Description and Its Implications on Program

While this LWA agreement will be similar to a traditional cooperative agreement, this relatively new instrument is designed to allow maximum flexibility to USAID missions and regional bureaus to design and manage country-specific programs. USAID operating units may participate in the agreement in two ways. First, a mission or bureau may add-on to the Leader award by indicating the level of resources they would like to commit, as in the case with traditional cooperative agreements. In this scenario, the CTO responsibilities would be in

Washington (EGAT/ENV/UP), and the program design is the same as the Leader award. Alternatively, USAID missions or regional bureaus may develop a stand-alone cooperative agreement (Associate award). A key advantage to this second option is that the mission or bureau may design a country-specific program (Associate award) without repeating the competition process. Also, CTO responsibilities are with the operating unit not USAID/Washington.

The caveat to designing an Associate award is that it must be consistent with the general program description of the Leader award. The Agreement Officer in the operating unit issuing the Associate award and the Leader's CTO will jointly determine whether the program description of the Associate award is consistent with the Leader award's program description. Associate awards will define the award amount, the technical focus of the partnership, the expected results, performance indicators and data/information collection methodology. Associate awards will be awarded to the grant recipient of the Leader award; subgrantees and subcontractors are not eligible to receive stand alone associate awards through this mechanism.

USAID intends to plan and implement this activity through one or more cooperative agreements (Leader plus Associate awards). It is currently anticipated that the Office of Urban Program's contribution to this agreement will total approximately \$1 million dollars over five years. The total combined amount of the LWA may be higher should missions and/or bureaus decide to participate. The number of Associate awards will be highly dependent on the willingness of the cooperator to work collaboratively with the CTO in the Office of Urban Programs as well as on the cooperator's own initiative to reach out to missions and bureaus to alert them to this tool. The application should propose a cost share in the range of 25 percent to 50 percent of the total budget.

I.6 Background and Context of the Program

This section is intended to provide the context and motivation for this Request for Applications. It is not intended to be exhaustive.

By 2030, the world's urban population is projected to double – from 2.6 to 5.1 billion. Each year 59 million new city dwellers are added. By 2025-2030, 76 million will be added annually – 98 percent in the developing world¹. This phenomenal growth in urban areas in developing countries promises compounded problems for cities already in crisis. A host of interrelated issues struggle for prominence in the allocation of scarce city resources.

However, what are “problems” for some are “opportunities” for others. Just as untamed urban growth threatens the stability and functioning of cities, well managed growth of urban centers offers opportunities for prosperity. Urban centers become the nexus, where sectoral development activities come together. Managing the growth of cities provides an opportunity to use untapped synergies, resulting in a greater number of city dwellers enjoying a healthier, improved quality of life. This growth trend in developing cities combined with the opportunity for sectoral synergy drives USAID's Making Cities Work strategy.

¹ United Nations Secretariat. 1998b. *World Urbanization Prospects: The 1996 Revision*. New York: United Nations Department of Economic and Social Affairs, Population Division.

In late 1998, USAID adopted the Making Cities Work strategy, which aims to improve urban management and municipal governance in the areas of infrastructure development, local economies, and the environment. By focusing on these arenas, USAID adds value by assisting city governments to:

- **Promote participatory democracy, with high levels of citizen satisfaction with local institutions;**
- **Provide basic infrastructure and housing to serve all their inhabitants;**
- **Feature robust economies, with ample opportunities for employment; and**
- **Offer safe and healthy places to live, within a sustainable environment.**

In short, the Making Cities Work strategy articulates the development opportunities for programmatic synergies that are naturally available at the city level and encourages greater Agency attention to the multi-sectoral development problems in urban centers. To this end, the Office of Urban Programs has launched multi-sectoral thematic teams, including the Urban Child Health team and the Youth and Unemployment team. These thematic teams complement the traditional work of the Office, which includes city governance, municipal credit development, infrastructure and housing, as well as service delivery. The Office of Urban Programs also encourages multi-sectoral development interventions through the Making Cities Work Partnership Fund.

To advance this Making Cities Work strategy and catalyze efforts in the Agency, the Office of Urban Programs has initiated this Request for Applications. The program selected will become one of the tools for USAID missions and bureaus that are interested in addressing development issues in urban areas. For additional information about the Making Cities Work strategy or the Office of Urban Programs, please reference www.makingcitieswork.org.

SECTION II. INSTRUCTIONS TO APPLICANTS

II.1 Submission of Applications

Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of an application. Further, the Government reserves the right to reject any or all applications received. In addition, final award of any resultant agreement(s) cannot be made until funds have been fully appropriated, allocated, and committed through internal USAID procedures. While it is anticipated that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for award.

Applications are submitted at the risk of the applicant; should circumstances prevent award of a cooperative agreement, all preparation and submission costs are at the applicant's expense.

In the event of an inconsistency between the documents comprising this RFA, it shall be resolved by the following descending order of precedence:

- (a) Selection Criteria;
- (b) Grant Application Format (Technical/cost proposal);
- (c) Program Description; or
- (d) RFA Cover Letter.

Telegraphic applications will not be considered; however, applications may be modified by written or telegraphic notice, if that notice is received by the time specified for receipt of applications.

II.2 Preparation of the Application – General

Applicants are expected to review, understand, and comply with all aspects of this RFA. Failure to do so will be at the applicant's risk.

Each applicant shall furnish the information required by this RFA. The applicant shall sign the application and print or type its name on the Cover Page of the technical and cost applications. Erasures or other changes must be initialed by the person signing the application. Applications signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

Explanation to Prospective Applicants - Any prospective applicant desiring an explanation or interpretation of this RFA must request it in writing within three weeks of receipt of the application to allow a reply to reach all prospective applicants before the submission of their applications. Oral explanations or instructions given before award of any agreement will not be binding. Any information given to a prospective applicant concerning this RFA will be

furnished promptly to all other prospective applicants as an amendment of this RFA, if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective applicants.

Applicants should submit an application directly responsive to the principles, terms, conditions, specifications and clauses of this Request for Applications (RFA). Applications not conforming to this RFA may be categorized as non-responsive, thereby eliminating them from further consideration.

One original plus four (4) copies of a technical application, and one original plus one (1) copy of a cost/business application, must be submitted in English. In addition to hard copies, applicants must provide a copy of their application on a 3.5-inch diskette in Microsoft Word and the cost portion submitted on a 3.5 inch diskette in Microsoft Excel 97. Applications should reference the total proposed funding level and the estimated cost share. Technical applications must not make reference to specific cost or detailed pricing data in order that the technical evaluation may be made strictly on the basis of technical merit. However, technical applications should discuss cost efficiency and the advantages and drawbacks of each proposed partnership model.

All copies of the technical and cost/business applications must be separately placed in sealed envelopes clearly marked on the outside with, "RFA No. M/OP-02-991, Technical or Cost/Business (as appropriate) Application."

Any application which includes data that the applicant does not want disclosed to the public for any purpose or used by USAID except for application evaluation purposes should mark the title page of the application with the following legend:

"This application includes data that shall not be disclosed outside the U.S. Government and shall not be duplicated, used, or disclosed – in whole or in part for any purpose other than to evaluate this application. If, however, a cooperative agreement is awarded to this applicant as a result of – or in connection with – the submission of this data, the U.S. Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting cooperative agreement. This restriction does not limit the U.S. Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert page numbers] and are marked accordingly."

Mark each sheet of restricted data with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this application."

I.3 Instructions for the Preparation of the Technical Applications

A suggested format for the technical section is:

- (a) Cover Page – Title, name of organization(s) submitting application, contact person, telephone and fax numbers, and address.

- (b) Executive Summary (2 pages) – Briefly describe goal, purpose, partnership model(s), and anticipated results. Briefly describe technical and managerial resources of the organization.
- (c) Application Body – The application’s structure should reflect the program principles listed in Section I and the evaluation criteria listed in Section III. The body should have the following sections:
 - i. *Program approach and implementation plan*, including but not limited to partnership model(s) with strengths/weaknesses and appropriate use of each, outreach to stakeholders, documentation of partnership experiences, and cost efficiency measures;
 - ii. *Program sustainability and scaling-up*, including but not limited to private-public partnership development, community participation, dissemination of multi-sectoral urban experiences, and strategy for increasing visibility of cities as development partners;
 - iii. *Institutional capability and past performance*, including but not limited to synergy of proposed program with the organization’s mission and management strategy of the program; and
 - iv. *Personnel capability and experience*.

The technical approach is limited to a total of 25 pages, excluding attachments. The technical application shall be printed in font size 12 or larger type print. There is no page limit for the attachments (which includes resumes) although brevity is strongly encouraged. Applicants should retain for their records one copy of the application and all enclosures, which accompany their application. The person signing the application must initial all erasures or changes to the application.

The section on personnel should include resumes of the Program Director and any other senior managers, either U.S. based or local, and all long-term professional staff/advisors. A brief statement of major duties for each professional staff/advisor should be included.

The technical application will be evaluated by the Technical Evaluation Committee in accordance with the technical evaluation criteria set forth in Section III of this RFA. The technical criteria are weighted so applicants will know which areas require emphasis in the preparation of applications. It is advised the technical applications comment on the program principles identified in section I.2 of this RFA.

Please include as an attachment, a description of all contracts, grants, and cooperative agreements which the applicant has implemented involving similar or related programs over the past three years with USAID and with other organizations (both commercial and governmental). Include the following:

- (a) Name and address of organization for which the work was performed;
- (b) Current telephone number and Email address of responsible representative of the organization for which the work was performed;
- (c) Agreement (or grant/contract) name and number (if any), annual amount received for each of the last three years, and beginning and ending dates; and

(d) Description of project

If the applicant intends to use subcontractors or subgrantees, indicate the extent intended, the method of identifying subcontractors and subgrantees, the extent to which competition will be utilized, as well as all of the information required for the applicant. Indicate whether or not you have existing relationships with these other organizations and the nature of the relationship (e.g., subcontractor or subgrantee). The application must define the technical resources and expertise of proposed subcontract or subgrantee organizations. This should include the professional personnel proposed, the role of each worker to be involved in the program, and the amount of time each will devote to the program.

I.4 Instructions for the Preparation of the Cost/Business Application

The cost/business application must be completely separate from the applicant's technical application. The application must be submitted using SF-424 and SF-424A "Application for Federal Assistance."

The cost application should be for a period of up to 60-months using the budget format shown in SF424A. If there are any training costs to be charged to this Agreement, please clearly identify them.

Within 60 days of the closing date, selected applicants will be contacted to begin negotiations. Awards will be made approximately [one hundred (100) days] after the date established for receipt of applications.

If the applicant is a consortium, the cost/business application must include a copy of the legal relationship between the parties. The agreement should include a full discussion of the relationship between the applicants and provide a point of contact. It should also identify the applicant that will have accounting responsibility, how Agreement effort will be allocated and the express agreement of the principals to be held jointly and severally liable for the acts or omissions of the other.

Certifications set forth in RFA Section IV are to be included with the cost proposal.

The proposed budget should provide estimates for the management of the program. Applicants should minimize their administrative and support costs for managing the project to maximize the funds available for the project activities. Accordingly, those applications with minimal administrative costs may be deemed to offer a "greater value" than those with higher costs for program administration. Additionally, those applications with a greater proportion of cost share may be deemed to offer a "greater value." If a menu of partnership options is part of the program design, then the proposed budget should clearly identify the various associated costs and identify which of the partnership models are proposed for the first phase of the Leader award.

The cost/business portion of the application should describe the procedure you will employ to ensure accountability for the use of U.S. Government funds, program budgeting, financial and related program reporting procedures.

To support the costs proposed, provide detailed budget notes/narrative that explain how the costs were derived. The following section provides guidance on what is needed.

- (a) Salary and Wages – Direct salaries and wages should be proposed in accordance with the applicant’s personnel policies.
- (b) Fringe Benefits – If the applicant has a fringe benefit rate that has been approved by an agency of the U.S. Government, such rate should be used and evidence of its approval should be provided. If a fringe benefit rate has not been so approved, the application should propose a rate and explain how the rate was determined. If the latter is used, the narrative should include a detailed breakdown comprised of all items of fringe benefits (e.g. unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.
- (c) Travel and Transportation – The application should indicate the number of trips, domestic and international, and the estimated costs. Estimated costs for travel should be an average of the three lowest available costs at the time of calculation. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per diem should be based on the applicant’s normal travel policies.
- (d) Other Direct Costs – This includes communications, report preparation costs, passports, visas, medical exams and inoculations, insurance (other than insurance included in the applicant’s fringe benefits), equipment, office rent abroad, etc. The narrative should provide a breakdown and support for all other direct costs.
- (e) Indirect costs – The applicant should support the proposed indirect cost rate with a letter from a cognizant U.S.G. audit agency or with sufficient information for USAID to determine the reasonableness of the rates. (For example, a breakdown of labor bases and overhead pools, the method of determining the rate, etc.)
- (f) Seminars and Conferences – The applicant should indicate the subject, venue and duration of proposed conferences and seminars, and their relationship to the objectives of the program, along with estimates of costs.

Source and Origin Requirements – Goods and services provided by the Recipient under this USAID-financed Leader award shall have their source and origin in the United States (000). Procurement source and origin requirements under associate awards will be dependent on the source of funding.

The following information is needed on firms not previously registered as a private voluntary organization:

- (a) Audited financial statements for the past three years;
- (b) Organization chart, by-laws, constitution, and articles of incorporation, if applicable;
- (c) If the applicant has made a certification to USAID that its personnel, procurement and travel policies are compliant with applicable OMB circular and other applicable

- USAID and Federal regulations, a copy of the certification should be included with the application. If the certification has not been made to USAID/Washington, the applicant should submit a copy of its personnel (especially regarding salary and wage scales, merit increases, promotions, leave, differentials, etc.), travel and procurement policies, and indicate whether personnel and travel policies and procedures have been reviewed and approved by any agency of the Federal Government. If so, provide the name, address, and phone number of the cognizant reviewing officials; and
- (d) If applicable, approval of the organization's accounting system by a U.S. Government agency including name, address, and telephone number of the cognizant auditor.

The application should include information that substantiates that the Applicant:

- (a) Has adequate financial resources or the ability to obtain such resources as required during the performance of the cooperative agreement.
- (b) Has the ability to comply with the cooperative agreement conditions, taking into account all existing and currently prospective commitments of the applicant, non-governmental and governmental.
- (c) Has a satisfactory record performance. In the absence of evidence to the contrary or circumstances properly beyond the control of the applicant, applicants who are or have been deficient in current or recent performance (when the number of grants, contracts, and cooperative agreements, and the extent of any deficiency of each, are considered) shall be presumed to be unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a determination of non-responsibility, unless there is clear evidence of subsequent satisfactory performance. The Agreement Officer will collect and evaluate data on past performance of applicants using information from sources provided.

II.5 Unnecessarily Elaborate Applications

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective application in response to this RFA are not desired and may be construed as an indication of the applicant's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

SECTION III. EVALUATION CRITERIA AND AWARD

III.1 Overview

The technical application will be evaluated by a technical evaluation committee using the criteria (and points) described in section III.3 below. The Agreement Officer using the method described in paragraph C below will evaluate the cost/business management application.

III.2 Technical Evaluation

The technical selection criteria presented below have been tailored to the requirements of this RFA. They are designed to allow USAID to choose the highest quality application to carry out the Program. These criteria: (a) identify the significant areas that applicants should address in their applications, and (b) serve as the standard against which all applications will be evaluated.

It is anticipated that USAID will award a cooperative agreement to the organization whose application is the most likely to achieve program objectives and is most advantageous to the United States Government. The evaluation criteria are listed in descending order of priority below:

III.3 Evaluation Criteria

Program Approach and Implementation Plan (35 points)

Applications will be evaluated on the appropriateness of proposed approach and incorporation of the program principles identified in Section I.2.

Program Sustainability and Scaling-up (25 points)

Applications will be evaluated based on the following criteria (where applicable):

- Proposed efforts to raise public and USAID awareness about the multi-sectoral advantages of working in urban areas;
- Soundness of plan for long-term financial sustainability of partnership activities and partnership results;
- Focus on capacity building and stakeholder participation; and
- Commitment of the applicant to the program, as evidenced by proposed cost-share and other indications of institutional commitment.
-

Cost Efficiency (20 points)

Applications should provide estimates for the management of the program. Applicants should minimize their administrative and support costs for managing the project to maximize the

funds available for project activities. Accordingly, those applications with minimal but still realistic administrative costs may be deemed to offer a “greater value” than those with higher costs for program administration. Cost share is targeted at a minimum of 25% to 50% of the total estimated budget amount (excluding the cost share amount). Applicants that provide higher cost share commitments may be deemed to offer a “greater value” and therefore evaluated more favorably.

Institutional Capability and Past Performance (10 points)

Applicants (and subcontractors/subgrantees with significant roles in the application) will be evaluated based on their:

- Experience and in-house capacity to implement the proposed program;
- Demonstrated capability and capacity to plan, implement, and support complex programs and the range of activities outlined in the application;
- Demonstrated ability to form strong partnerships with other organizations;
- Clear organizational structure and relationships;
- Demonstrated ability to provide and support personnel and field operations;
- Demonstrated ability to staff and start program activities rapidly to efficiently adapt programs to changing circumstances;
- Demonstrated ability to meet USAID reporting and accountability requirements.
- Past performance on similar programs;
- Quality of service, including consistency in meeting goals and target, and cooperation and effectiveness of applicant in fixing problems;
- Cost control; including forecasting costs, as well as accuracy in financial reporting;
- Timeliness of performance, including adherence to schedules, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation;
- Customer satisfaction, including management of several complex activities simultaneously, coordination among partners, prompt and satisfactory correction of problems and adaptation to changing circumstances, and cooperative attitude in fixing problems; and
- Effectiveness of key personnel, including effectiveness and appropriateness of personnel for program implementation.

Personnel Capability and Experience (10 points)

Applications will be evaluated based on the:

- Technical and managerial qualifications and experience of the proposed personnel, including the appropriateness of their technical training and experience;
- Knowledge and demonstrated experience and ability to work in proposed host countries;
- Applicants language skills; and
- Quality and experience of host country partners and employees, as applicable.

III.4 Cooperative Agreement Award:

Cooperative Agreement Award

The Government may, without discussions or negotiations, award an agreement resulting from this RFA to the responsible applicant whose application conforming to this RFA offers the best value. Therefore, the initial application should contain the applicant's best terms from a cost and technical standpoint. The Government may reject any or all applications, accept other than the lowest cost application, accept alternate applications and waive informalities and minor irregularities in applications received.

A written award mailed or otherwise furnished to the successful applicant(s) within the time for acceptance specified either in the application(s) or in this RFA (whichever is later) shall result in a binding cooperative agreement without further action by either party. Before the application's specified expiration time, the Government may accept an application, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an application do not constitute a rejection or counteroffer by the Government.

SECTION IV. CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENTS OF APPLICANT

1. ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

(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 grant for which application is being made, it will comply with the requirements of:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;

(3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;

(4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and

(5) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.

(b) If the 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 were 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.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

(a) Instructions for Certification

(1) By signing and/or submitting this application or grant, the recipient is providing the certification set out below.

(2) The certification set out below is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

(3) For recipients other than individuals, Alternate I applies.

(4) For recipients who are individuals, Alternate II applies.

(b) Certification Regarding Drug-Free Workplace Requirements

Alternate I

(1) The recipient certifies that it will provide a drug-free workplace by:

(A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the applicant's/grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(B) Establishing a drug-free awareness program to inform employees about--

1. The dangers of drug abuse in the workplace;
2. The recipient's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (b)(1)(A);

(D) Notifying the employee in the statement required by paragraph (b)(1)(A) that, as a condition of employment under the grant, the employee will--

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(E) Notifying the agency within ten days after receiving notice under subparagraph (b)(1)(D)1. from an employee or otherwise receiving actual notice of such conviction;

(F) Taking one of the following actions, within 30 days of receiving notice under subparagraph (b)(1)(D)2., with respect to any employee who is so convicted--

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(G) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (b)(1)(A), (b)(1)(B), (b)(1)(C), (b)(1)(D), (b)(1)(E) and (b)(1)(F).

(2) The recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Alternate II

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

3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS [3]

(a) Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. [4] You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily

excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," [5] provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the methods and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(b) Certification Regarding Debarment, Suspension, and Other Responsibility Matters--
Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, the it and its principals:

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

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

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

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

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS INSTRUCTIONS FOR CERTIFICATION. (Ref. Appendix B to Part 208)

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower [[Page 804]] tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 **CFR** part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 **CFR** part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier

covered transaction with a person who is proposed for debarment under 48 **CFR** part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. [60 FR 33042, 33045, June 26, 1995]

5. CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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.

6. PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKERS FOR COVERED COUNTRIES AND INDIVIDUALS (ADS 206)

USAID reserves the right to terminate this [Agreement/Contract], to demand a refund or take other appropriate measures if the [Grantee/ Contractor] 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 certification are required for Key Individuals or Covered Participants.

If there are COVERED PARTICIPANTS: USAID reserves the right to terminate assistance to, or take 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.

7. CERTIFICATION OF RECIPIENT

The recipient certifies that it has reviewed and is familiar with the proposed grant format and the regulations applicable thereto, and that it agrees to comply with all such regulations, except as noted below (use a continuation page as necessary):

Solicitation No. _____

Application/Proposal No. _____

Date of Application/Proposal _____

Name of Recipient _____

Typed Name and Title _____

Signature _____ Date _____

[1] FORMATS: Rev. 06/16/97 (ADS 303.6, E303.5.6a) [2] When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement". [3] The recipient must obtain from each identified subgrantee and (sub)contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The recipient should reproduce additional copies as necessary. [4] See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A. [5] For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the recipient is a non-U.S. nongovernmental organization.

PART II - OTHER STATEMENTS OF RECIPIENT

1. AUTHORIZED INDIVIDUALS

The recipient represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the recipient in connection with this application or grant:

Name	Title	Telephone No.	Facsimile No.
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2. TAXPAYER IDENTIFICATION NUMBER (TIN)

If the recipient is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the recipient's TIN:

TIN: _____

3. CONTRACTOR IDENTIFICATION NUMBER - 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 proposal.

(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:

- (1) Recipient's name.
- (2) Recipient's address.
- (3) Recipient's telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the organization was started.
- (7) Number of people employed by the recipient.
- (8) Company affiliation.

(c) Recipients located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.

DUNS: _____

4. LETTER OF CREDIT (LOC) NUMBER

If the recipient has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number:

LOC: _____

5. PROCUREMENT INFORMATION

(a) Applicability. This applies to the procurement of goods and services planned by the recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services for the direct

use or benefit of the recipient in conducting the program supported by the grant, and not to assistance provided by the recipient (i.e., a subgrant or subagreement) to a subgrantee or subrecipient in support of the subgrantee's or subrecipient's program. Provision by the recipient of the requested information does not, in and of itself, constitute USAID approval.

(b) Amount of Procurement. Please indicate the total estimated dollar amount of goods and services which the recipient plans to purchase under the grant:

\$ _____

(c) Nonexpendable Property. If the recipient plans to purchase nonexpendable equipment, which would require the approval of the Agreement Officer, please indicate below (using a continuation page, as necessary) the types, quantities of each, and estimated unit costs. Nonexpendable equipment for which the Agreement Officer's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Type/Description(Generic)	Quantity	Estimated Unit Cost
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(d) Source, Origin, and Componentry of Goods. If the recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, and/or does not contain at least 50% componentry which are not at least 50% U.S. source and origin, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source and/or origin, to include the probable source and/or origin of the components if less than 50% U.S. components will be contained in the commodity. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Any commodity whose source is a non-Free World country is ineligible for USAID financing. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items does not constitute production of a commodity. Any commodity whose origin is a non-Free World country is ineligible for USAID financing. "Components" are the goods, which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

Type/Description Quantity Estimated Goods Components Probable

(Generic) Unit Cost Source

Goods Components Probable Origin

(e) Restricted Goods. If the recipient plans to purchase any restricted goods, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source and/or origin. Restricted goods are Agricultural Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Rubber Compounding Chemicals and Plasticizers, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

Type/Description Quantity Estimated Probable Probable Intended Use

(Generic) Unit Cost Source Origin

(f) Supplier Nationality. If the recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in the U.S., please indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier. Any supplier whose nationality is a non-Free World country is ineligible for USAID financing.

Type/Description Quantity Estimated Probable Supplier Nationality Rationale

(Generic) Unit Cost (Non-U.S. Only) for non-U.S.

(g) Proposed Disposition. If the recipient plans to purchase any nonexpendable equipment with a unit acquisition cost of \$5,000 or more, please indicate below (using a continuation page, as necessary) the proposed disposition of each such item. Generally, the recipient may either retain the property for other uses and make compensation to USAID (computed by applying the percentage of federal participation in the cost of the original program to the current fair market value of the property), or sell the property and reimburse USAID an amount computed by applying to the sales proceeds the percentage of federal participation in the cost of the original program (except that the recipient may deduct from the federal share \$500 or 10% of the proceeds, whichever is greater, for selling and handling expenses), or donate the property to a host country institution, or otherwise dispose of the property as instructed by USAID.

Type/Description(Generic) Quantity Estimated Unit Cost Proposed Disposition

6. PAST PERFORMANCE REFERENCES

(NOTE: PAST PERFORMANCE REFERENCES ARE TO BE INCLUDED IN THE ANNEX TO THE TECHNICAL PROPOSAL. [SEE SECTION IV.2.C.2 OF THE RFA]. On a continuation page, please provide a list of the five most current U.S. Government and/or privately-funded contracts, grants, cooperative agreements, etc., and the name, address, telephone number and Email address of the Contract/Agreement Officer or other contact person.

7. TYPE OF ORGANIZATION

The recipient, by checking the applicable box, represents that -

- (a) If the recipient is a U.S. entity, it operates as a corporation incorporated under the laws of the State of, an individual, a partnership, a nongovernmental nonprofit organization, a state or local governmental organization, a private college or university,
- (b) a public college or university, an international organization, or a joint venture; or
- (c) the recipient is a non-U.S. entity, it operates as a corporation organized under the laws of _____ (country), an individual, a partnership, a nongovernmental nonprofit organization, a nongovernmental educational institution, a governmental organization, an international organization, or a joint venture.

8. ESTIMATED COSTS OF COMMUNICATIONS PRODUCTS

The following are the estimate(s) of the cost of each separate communications product (i.e., any printed material [other than non-color photocopy material], photographic services, or video production services) which is anticipated under the grant. Each estimate must include all the costs associated with preparation and execution of the product. Use a continuation page as necessary.

SECTION V. SAMPLE LEADER COOPERATIVE AGREEMENT

Subject: Leader with Associates Cooperative Agreement No. _____

Dear _____:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby grants to _____ (hereinafter referred to as "_____" or "Recipient"), the sum of \$_____ to provide support for the implementation of a Global Program to _____, as described in Attachment 1, entitled "Schedule" and in Attachment 2, entitled "Program Description" of this award.

This Leader with Associates award is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending _____. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This award is made to _____, on condition that the funds will be administered in accordance with the terms and conditions as set forth in 22 CFR 226, entitled "Administration of Assistance Awards to U.S. Non-Governmental Organizations"; Attachment 1, entitled "Schedule"; Attachment 2, entitled "Program Description" and Attachment 3 entitled "Standard Provisions".

In the space provided below, please sign the original and each copy of this letter to acknowledge your acceptance of this award and return the original and all but one copy to the Agreement Officer.

Sincerely,

Agreement Officer

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions (Mandatory and Optional)

The terms of this Agreement are acceptable to the Recipient:

BY: _____

TITLE: _____

DATE: _____

ACCOUNTING AND APPROPRIATION DATA

A. GENERAL

1. Total Estimated USAID Amount:
2. Cost Sharing Amount (Non-Federal):
3. Total Obligated Amount:
4. Activity:
5. USAID Project Office:
6. Employer I.D. Number:
7. DUNS No.:

B. SPECIFIC

1. A&A Request Number:
2. Org ID:
3. Account:
4. Obl. Amount:

ATTACHMENT 1

SCHEDULE

1.1 PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide support for the program described in Attachment 2 of this Agreement entitled "Program Description."

1.2 PERIOD OF AGREEMENT

The effective date of this Agreement is the date of the Cover Letter and the completion date is _____. The effective date of the associate Leader award is _____ (TO BE DETERMINED).

1.3 AMOUNT OF AWARD and PAYMENT

1. The total estimated amount of this Agreement is \$_____.

2. USAID hereby obligates the amount of \$_____ for program expenditures during the period set forth in B.2 above and as shown in the Budget below.

3. Payment shall be made to the Recipient by (TO BE DETERMINED) in accordance with the procedures set forth in (TO BE DETERMINED).

4. Additional funds up to the total amount of the grant shown above may be obligated by USAID subject to the availability of funds and 22 CFR 226.25.

1.4 BUDGET

The following is the Agreement Budget. Revisions to this budget shall be made in accordance with 22 CFR 226.25.

<u>Activity</u>	<u>Amount</u>
Global Program Establishing City Partnerships	(USAID) TBD
Cost Share	(Recipient) TBD
Total Program Amount	TOTAL TBD

1.5 REPORTING AND EVALUATION

1(a). Financial Reporting

In keeping with the requirements established in 22 CFR 226.52, the Recipient is required to submit an original and two copies of: (TO BE DETERMINED)

1(b). Multi-Country Expenditures

“Recipients shall list each country included in the program and the total amount expended for each country under the award for the reporting period in the “Remarks” block on the “Financial Status Report” SF-269 or SF 269A, or on a separate sheet of paper with the “Request for Advance or Reimbursement” SF-270.

2. Program Reporting

The Recipient shall submit an original and one copy of a performance report (frequency To Be Determined) to (TO BE DETERMINED – Mission or Bureau CTO). A copy shall be submitted to the Cognizant Technical Officer at USAID/EGAT/ENV/UP. In addition, one copy shall be submitted to USAID/CDIE/DI, Washington, DC 20523-3800. A final performance report is required within 90 days following the completion of this Cooperative Agreement. Performance reports shall contain the information requested in 22 CFR 226.51, in a format that provides for macro-level reporting that encompasses both this leader award and all associate awards.

1.6 SIGNIFICANT INVOLVEMENT BY USAID

USAID will be involved in the following activities with the Recipient during the implementation of the Project:

1. Approval of annual work plans.
2. Designation of key positions and approval of key personnel.
3. USAID approval of monitoring and evaluation plans, and USAID involvement in monitoring progress towards achievement of program objectives during the course of the cooperative agreement.

1.7 INDIRECT COSTS

Pursuant to the Optional Standard Provision of this Award entitled Negotiated Indirect Cost Rates - (TO BE DETERMINED), an indirect cost rate shall be established for each of the Recipient's accounting periods which apply to this Award. Pending establishment of final or revised PROVISIONAL indirect cost rates, PROVISIONAL payments on account of allowable costs shall be made on the basis of the following negotiated PROVISIONAL rate(s) applied to the base(s), which is (are) set forth below:

Rate	Base	Period
TO BE DETERMINED	1/	From: Agreement Effective date

1/ Base of Application: TO BE DETERMINED

1.8 TITLE TO AND CARE OF PROPERTY

Title to all property financed under this award shall vest in the Recipient subject to the requirements of 22 CFR 226.30 through 37.

1.9 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is Code 000. Local cost financing shall be authorized in accordance with the standard provision "Local Procurement (1998)".

1.10 PROGRAM INCOME

The Recipient shall account for Program Income in accordance with 22 CFR 226.24. Program Income earned under this award shall be applied to the Agreement to further the Program objectives.

1.11 COST SHARE

The Recipient shall account for cost share in accordance with 22 CFR 226.23, Cost Sharing or Matching.

1.12 KEY PERSONNEL

The following positions are considered key to the successful completion of the project described in this Agreement. The named personnel are approved and the Recipient agrees to submit to USAID for approval any proposed replacement for any of the persons named below.

<u>Position</u>	<u>Name</u>
(TO BE DETERMINED)	

1.13 FUTURE AWARDS

This is a "Leader with Associates" cooperative agreement, which has been issued in association with EGAT/ENV/UP Leader with Associates (LWA) cooperative agreement number (TO BE DETERMINED), a copy of which shall be filed with this associate award. All Mission or Bureau issued Associate awards must be completed within 10 years of the effective date of the Leader award. Subject to the consent of the Recipient, and concurrence by the Cognizant Technical Officer for this award, additional cooperative agreements or grants may be negotiated and awarded separately by USAID Missions or Bureaus to support the same objectives described in the Program Description contained at Attachment 2 of this award.

1.14 PERIOD OF LEADER

This leader award is for a five-year period.

1.15 STANDARD PROVISIONS

The standard provisions of the Leader award apply to this Associate award.

1.15 IMPLEMENTATION OF E.O. 13224 – EXECUTIVE ORDER ON TERRORIST FINANCING

The Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontractors/subawards issued under this agreement .

ATTACHMENT 2

PROGRAM DESCRIPTION

(SEE SECTION I OF THE RFA)

Attachment 3

Mandatory Standard Provisions for U.S., Nongovernmental Recipients

- | | |
|--------------------------------|---------------------------------|
| 1. Applicability of 22 CFR 226 | 6. Amendment |
| 2. Ineligible Countries | 7. Notices |
| 3. Nondiscrimination | 8. Subagreements |
| 4. Investment Promotion | 9. OMB Approval Under the |
| Paperwork | |
| 5. Nonliability | Reduction Act |
| | 10. USAID Eligibility Rules for |
| | Goods and Services |

1. APPLICABILITY OF 22 CFR PART 226 (April 1998)

(a) All provisions of 22 CFR Part 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a subrecipient from coverage. The recipient shall assure that subrecipients have copies of all the attached standard provisions.

(b) For any subawards made with entities which fall outside of the definition of "Recipient" (such as Non-US organizations) the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees" except for the "Accounting, Audit and Records" Standard Provision. Recipients are required to ensure compliance with subrecipient monitoring procedures in accordance with OMB Circular A-133 and shall insert an appropriate provision on accounting, audit and records.

2. INELIGIBLE COUNTRIES (MAY 1986)

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

3. NONDISCRIMINATION (MAY 1986)

(This provision is applicable when work under the grant is performed in the U.S. or when employees are recruited in the U.S.)

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

4. INVESTMENT PROMOTION (January 1994)

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

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

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

This provision must be included in all subagreements.

5. NONLIABILITY (NOVEMBER 1985)

USAID does not assume liability for any third party claims for damages arising out of this award.

6. AMENDMENT (NOVEMBER 1985)

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters between the Agreement Officer and an appropriate official of the recipient.

7. NOTICES (NOVEMBER 1985)

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

To the USAID Agreement Officer, at the address specified in the award.

To recipient, at recipient's address shown in the award or to such other address designated within the award

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

8. SUBAGREEMENTS (June 1999)

Subrecipients, subawardees, and contractors have no relationship with USAID under the terms of this agreement. All required USAID approvals must be directed through the recipient to USAID.

9. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (April 1998)

Information collection requirements imposed by this grant are covered by OMB approval number 0412-0510; the current expiration date is 11/30/2000. Identification of the Standard Provision containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are set forth below.

Standard Provision	Burden Estimate
Air Travel and Transportation	1.0 (hour)
Ocean Shipment of Goods	0.5
Patent Rights	0.5
Publications	0.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1.0
Voluntary Population Planning	0.5
Protection of the Individual as a Research Subject	1.0
22 CFR 226	Burden Estimate
22 CFR 226.40-49 Procurement of Goods and Services	1.0
22 CFR 226.30 - .36 Property Standards	1.5

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Procurement, Policy Division (M/OP/P) U.S. Agency for International Development,

Washington, DC 20523-7801 and to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, DC 20503.

10. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (April 1998)

(This provision is not applicable to goods or services which the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

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

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

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

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

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

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

Prior approval will be deemed to have been met when:

(i) the item is of US source/origin;

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

(iii) the costs related to the item are incorporated in the approved budget of the award.

Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) If USAID 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, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

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

Attachment 4

Mandatory Standard Provisions for U.S., Nongovernmental Recipients When Activities Are Undertaken Outside the U.S.

- | | |
|--|---|
| 11. Regulations Governing Employees | 14. International Air Travel and Transportation |
| 12. Conversion of US dollars to Local Currency | 15. Ocean Shipment of Goods |
| 13. Use of Pouch Facilities | 16. Local Procurement |

11. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)

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

- (a) The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.
- (b) The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations.
- (c) Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.
- (d) The recipient's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- (e) In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved and shall recommend to the recipient a course of action with regard to such employee.
- (f) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant award of any third

country national when, in the discretion of the Ambassador, the interests of the United States so require.

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

12. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the recipient's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the recipient and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

13. USE OF POUCH FACILITIES (AUGUST 1992)

(a) Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:

(1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.

(2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see (a)(3) below).

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.

(4) Official and personal mail pursuant to a.1. and 2. above sent by pouch should be addressed as follows:

Name of individual or organization (followed by
letter symbol "G")
City Name of post (USAID/_____)
Agency for International Development
Washington, D.C. 20523-0001

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(6) Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.

(b) The recipient shall be responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.

(c) Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

14. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

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

(a) PRIOR BUDGET APPROVAL

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

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

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

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

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

(b) NOTIFICATION

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

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

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

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

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

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

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

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

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

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

(c) SECURITY ISSUES

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

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

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

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

(e) THE FLY AMERICA ACT

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

(f) COST PRINCIPLES

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

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

(g) SUBAWARDS.

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

15. OCEAN SHIPMENT OF GOODS (JUNE 1999)

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

- (a) At least 50% of the gross tonnage of all goods purchased under this agreement and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.
- (b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this agreement and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.
- (c) When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the USAID Transportation Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.
- (d) The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:
- U.S. Department of Transportation, Maritime Administration, Division of
National Cargo, 400 7th Street, S.W., Washington, DC 20590, and
- U.S. Agency for International Development,
Office of Procurement, Transportation Division
1300 Pennsylvania Avenue, N.W.
Washington, DC 20523-7900
- (e) Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR Part 202).
- (f) Shipments financed under this grant must meet applicable eligibility requirements set out in 22 CFR 228.21.

16. LOCAL PROCUREMENT (April 1998)

- (a) Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.
- (b) Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in mandatory standard

provision, "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:

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

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

(3) Professional Services Contracts estimated not to exceed \$250,000.

(4) Construction Services Contracts estimated not to exceed \$5,000,000.

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

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

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

(iii) Rental costs for housing and office space;

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

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

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

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

(d) This provision will be included in all subagreements where local procurement of goods or services is a supported element.
(END OF STANDARD PROVISION)

Attachment 5

**Required As Applicable
Standard Provisions for
U.S., Nongovernmental Recipients**

The following standard provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with ADS 303.5.3. Check off the standard provisions which are included in the award.

- | | | |
|-----|--|-------------|
| 1. | Negotiated Indirect Cost Rates - Predetermined | _____ |
| 2. | Negotiated Indirect Cost Rates - Provisional (Nonprofits) | _____ |
| 3. | Negotiated Indirect Cost Rates - Provisional (For-profits) | _____ |
| 4. | Publications and Media Releases | _____ |
| 5. | Participant Training | _____ |
| 6. | Voluntary Population Planning | _____ |
| 7. | Protection of the Individual as a Research Subject | _____ |
| 8. | Care of Laboratory Animals | _____ |
| 9. | Title to and Care of Property (Cooperating Country Title) | _____ |
| 10. | Public Notice | _____X_____ |
| 11. | Communications Products | _____X_____ |
| 12. | Cost Share | _____X_____ |
| 13. | Prohibition of Assistance to Drug Traffickers | _____X_____ |

(INCLUDE THIS PAGE IN THE AWARD)

1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (April 1998)

(This provision is applicable to educational or nonprofit institutions whose indirect cost rates under this award are on a predetermined basis.)

(a) The allowable indirect costs shall be determined by applying the predetermined indirect cost rates to the bases specified in the schedule of this award.

(b) Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the

cognizant agency for audit the required OMB Circular A-133 audit report, proposed predetermined indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, the proposed predetermined indirect cost rates, and supporting cost data to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of predetermined indirect cost rates shall begin soon after receipt of the recipient's proposal.

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

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

(e) Pending establishment of predetermined indirect costs rates for any fiscal year, the recipient shall be reimbursed either at the rates fixed for the previous fiscal year or at billing rates acceptable to the USAID Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year or other period are established.

2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (April 1998)

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

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

(b) Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout

Branch, Office or Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.

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

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

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

(f) Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

3. NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (April 1998)

(This provision applies to for-profit organizations whose indirect cost rates under this award are on a provisional basis.)

(a) Provisional indirect cost rates shall be established for the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of this award. Indirect cost rates and the appropriate bases shall be established in accordance with FAR Subpart 42.7.

(b) Within six months after the close of the recipient's fiscal year, the recipient shall submit to the cognizant agency for audit the proposed final indirect cost rates and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit three copies of the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office or Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost

experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.

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

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

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

(f) Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

4. PUBLICATIONS AND MEDIA RELEASES (JUNE 1999)

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

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

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

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

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

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

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

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

5. PARTICIPANT TRAINING (April 1998)

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

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

(b) Application of ADS Chapter 253: Participant training under this award shall comply with the policies established in ADS Chapter 253, Participant Training, except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Office of International Training.

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

6. VOLUNTARY POPULATION PLANNING (MARCH 1999)

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

(a) Voluntary Participation and Family Planning Methods:

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

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

(b) Requirements for Voluntary Family Planning Projects

A Family planning project must comply with the requirements of this paragraph.

- (1) 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 award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the methods 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.

- (6) 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.
 - (7) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under paragraph (e) of this clause, 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.
 - i) The recipient shall notify USAID 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 USAID 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 USAID such additional information about violations as USAID may request.
- (c) Additional Requirements for Voluntary Sterilization Programs
- (1) None of the funds made available under this award 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 funds from this award 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 anytime 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 must be retained by the recipient for a period of three years after performance of the sterilization procedure.
- (d) Prohibition on Abortion-Related Activities:
- (1) No funds made available under this award will 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 them to have abortions; (iii) payments to persons to perform abortions or to solicit persons 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) No funds made available under this award will 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 Subawards

The recipient shall insert this provision in all subsequent subawards and contracts involving family planning or population activities which will be supported in whole or part from funds under this award.

7. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (April 1998)

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

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

(b) Recipient organizations must comply with USAID policy when humans are the subject of research, as defined in 22 CFR 225.102(d), funded by the grant and recipients must provide "assurance", as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a bona fide, applicable assurance approved by the Department of Health and Human Services (HHS) such as the "multiple project assurance" (MPA) will satisfy this requirement. Alternatively, organizations can provide an acceptable written assurance to USAID as described in 22 CFR 225.103. Such assurances must be determined by the CHSO to be acceptable prior to any applicable research being initiated or conducted under the award. In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed "at least equivalent" to those outlined in Part 225 (See 22 CFR 225.101[h]). Criteria and procedures for making this determination are described in the General Notice cited in the preceding paragraph.

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

8. CARE OF LABORATORY ANIMALS (NOVEMBER 1985)

(This provision is applicable when laboratory animals are involved in research performed in the U.S. and financed by the award.)

(a) Before undertaking performance of any grant involving the use of laboratory animals, the recipient shall register with the Secretary of Agriculture of the United States in accordance with Section 6, Public Law 89-544, Laboratory Animal Welfare Act, August 24, 1966, as amended by Public Law 91-579, Animal Welfare Act of 1970, December 24, 1970. The recipient shall furnish evidence of such registration to the Agreement Officer.

(b) The recipient shall acquire animals used in research under this award only from dealers licensed by the Secretary of Agriculture, or from exempted sources in accordance with the Public Laws enumerated in (a) above.

(c) In the care of any live animals used or intended for use in the performance of this grant, the recipient shall adhere to the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animals Resources, National Academy of Sciences - National Research Council, and in the United States Department of Agriculture's (USDA) regulations and standards issued under the Public Laws enumerated in a. above. In case of conflict between standards, the higher standard shall be used. The recipient's reports on portions of the award in which animals were used shall contain a certificate stating that the animals were cared for in accordance with the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources, NAS-NRC, and/or in the regulations and standards as promulgated by the Agricultural Research Service, USDA, pursuant to the Laboratory Animal Welfare Act of 24 August 1966, as amended (P.L. 89-544 and P.L. 91-579). NOTE: The recipient may request registration of the recipient's facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which the recipient's research facility is located. The location of the appropriate APHIS Regional Office as well as information concerning this program may be obtained by contacting the Senior Staff Office, Animal Care Staff, USDA/APHIS, Federal Center Building, Hyattsville, Maryland 20782.

9. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOVEMBER 1985)

(This provision is applicable to property titled in the name of the cooperating country or such public or private agency as the cooperating country government may designate.)

(a) Except as modified by the schedule of this grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the recipient by USAID or by the cooperating country, shall at all times be in the name of the cooperating country or such public or private agency as the cooperating country may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the schedule of this award. All such

property shall be under the custody and control of recipient until the owner of title directs otherwise or completion of work under this award or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

(b) The recipient shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The recipient shall take all reasonable steps to comply with all appropriate directions or instructions which the Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.

(c) The recipient shall prepare and establish a program, to be approved by the appropriate USAID Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient shall be guided by the following requirements:

(1) Property Control: The property control system shall include but not be limited to the following:

(i) Identification of each item of cooperating country property acquired or furnished under the award by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of (insert name of cooperating country)."

(ii) The price of each item of property acquired or furnished under this award.

(iii) The location of each item of property acquired or furnished under this award.

(iv) A record of any usable components which are permanently removed from items of cooperating country property as a result of modification or otherwise.

(v) A record of disposition of each item acquired or furnished under the award.

(vi) Date of order and receipt of any item acquired or furnished under the award.

(vii) The official property control records shall be kept in such condition that at any stage of completion of the work under this award, the status

of property acquired or furnished under this award may be readily ascertained. A report of current status of all items of property acquired or furnished under the award shall be submitted yearly concurrently with the annual report.

(2) Maintenance Program: The recipient's maintenance program shall be consistent with sound business practice, the terms of the award, and provide for:

(i) disclosure of need for and the performance of preventive maintenance,

(ii) disclosure and reporting of need for capital type rehabilitation, and

(iii) recording of work accomplished under the program:

(A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of maintenance - The recipient's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

(C) A report of status of maintenance of cooperating country property shall be submitted annually concurrently with the annual report.

(d) Risk of Loss:

(1) The recipient shall not be liable for any loss of or damage to the cooperating country property, or for expenses incidental to such loss or damage except that the recipient shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the recipient's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the recipient's business, or all or substantially all of the recipient's operation at any one plant, laboratory, or separate location in which this award is being performed;

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

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

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

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

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

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

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

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

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

(i) The lost, destroyed, or damaged cooperating country property;

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

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

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

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

(5) In the event the recipient is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the cooperating country property, it shall use the proceeds to repair, renovate or replace the cooperating country property involved, or shall credit such proceeds against the cost of the work covered by the award, or shall otherwise reimburse USAID, as directed by the Agreement Officer. The recipient shall do nothing to prejudice USAID's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Agreement Officer, shall, at the Government's expense, furnish to USAID all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.

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

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

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

10. PUBLIC NOTICES (AUGUST 1992)

(This provision is applicable when the cognizant Activity Manager or SO Team determines that the award is of public interest and requests that the provision be included in the award.)

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

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

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

11. COMMUNICATIONS PRODUCTS (October 1994)

This provision shall be included in every award over \$25,000.

(a) Definition - Communications products are any printed material (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the agreement or approved in writing by the agreement officer. A copy of the standards for USAID-financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the agreement schedule or in writing by the Agreement Officer:

(1) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(2) Any communication products that will be sent directly to, or is likely to be seen by, a Member of Congress or Congressional staffer.

(3) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to PPC/CDIE and other USAID/W offices for internal use).

12. COST SHARING (MATCHING) (April 1998)

(This provision, along with 22 CFR 226., is applicable when the recipient has agreed or is required to cost share or provide a matching share.)

(a) If at the end of any year (or funding period) hereunder, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the difference may be applied to reduce the amount of USAID incremental funding the following year (or funding period), or, if the award has expired or has been terminated, the difference shall be refunded to USAID.

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

13. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

(This provision is applicable where performance of the award will take place in "Covered" Countries, as described in ADS 206 (see 206.5.3))

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

b) (1) For any loan over \$1000 made under this agreement, the recipient shall insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

(2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

c) (1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.

2) The recipient shall insert the following clause, or its substance, in its agreement with the Designated Subrecipient:

“The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Subrecipient] or a key individual of the [Subrecipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.”

SECTION VI. SAMPLE ASSOCIATE AWARD

Subject: Associate Cooperative Agreement No. _____
(Reference Leader Cooperative Agreement No. _____)

Dear _____:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby grants to _____ (hereinafter referred to as "_____" or "Recipient"), the sum of \$_____ to provide support for the implementation of a Global Program to _____, as described in Attachment 1, entitled "Schedule" and in Attachment 2, entitled "Program Description" of this award.

This Associates award is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending _____. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This award is made to _____, on condition that the funds will be administered in accordance with the terms and conditions as set forth in 22 CFR 226, entitled "Administration of Assistance Awards to U.S. Non-Governmental Organizations"; Attachment 1, entitled "Schedule"; Attachment 2, entitled "Program Description" and the "Standard Provisions" set forth in the Leader award referenced above.

In the space provided below, please sign the original and each copy of this letter to acknowledge your acceptance of this award and return the original and all but one copy to the Agreement Officer.

Sincerely,

Agreement Officer

Attachments:

1. Schedule
2. Program Description

The terms of this Agreement are acceptable to the Recipient:

BY: _____

TITLE: _____

DATE: _____

ACCOUNTING AND APPROPRIATION DATA

A. GENERAL

1. Total Estimated USAID Amount:
2. Cost Sharing Amount:
3. Total Obligated Amount:
4. Activity:
5. USAID Project Office:
6. Employer I.D. Number:
7. DUNS No.:

B. SPECIFIC

1. A&A Request Number:
2. Org ID:
3. Account:
4. Obl. Amount:

ATTACHMENT 1

SCHEDULE

1.1 PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide support for the program described in Attachment 2 of this Agreement entitled "Program Description."

1.2 PERIOD OF AGREEMENT

The effective date of this Associate Agreement is the date of the Cover Letter and the completion date is _____. The effective date of the associated Leader award is (TO BE DETERMINED).

1.3 AMOUNT OF AWARD and PAYMENT

1. The total estimated amount of this Agreement is \$_____.

2. USAID hereby obligates the amount of \$_____ for program expenditures during the period set forth in 1.2 above and as shown in the Budget below.

3. Payment shall be made to the Recipient by (TO BE DETERMINED) in accordance with the procedures set forth in (TO BE DETERMINED).

4. Additional funds up to the total amount of the grant shown above may be obligated by USAID subject to the availability of funds and 22 CFR 226.25.

1.4 BUDGET

The following is the Agreement Budget. Revisions to this budget shall be made in accordance with 22 CFR 226.25.

<u>Activity</u>	<u>Amount</u>
Global Program to XXXXXXXXXXXXXXXX	(USAID)
Cost Share	(Recipient)
Total Program Amount	TOTAL

1.5 REPORTING AND EVALUATION

1(a). Financial Reporting

In keeping with the requirements established in 22 CFR 226.52, the Recipient is required to submit an original and two copies of: (TO BE DETERMINED)

1(b). Multi-Country Expenditures

“Recipients shall list each country included in the program and the total amount expended for each country under the award for the reporting period in the “Remarks” block on the “Financial Status Report” SF-269 or SF 269A, or on a separate sheet of paper with the “Request for Advance or Reimbursement” SF-270.

2. Program Reporting

In accordance with 22 CFR 226.51, the Recipient shall submit an original of a performance report (frequency TO BE DETERMINED) to (TO BE DETERMINED - Mission or Bureau CTO). A copy shall be submitted to the CTO, Ronald Reagan Building, 1300 Pennsylvania Avenue, Washington, DC 20523. In addition, one copy shall be submitted to USAID/CDIE/DI, Washington, DC 20523-3800. A final performance report is required within 90 days following the completion of this Cooperative Agreement.

1.6 SIGNIFICANT INVOLVEMENT BY USAID

USAID will be involved in the following activities with the Recipient during the implementation of the Project:

1. Approval of annual workplans.
2. Designation of key positions and approval of key personnel.
3. USAID approval of monitoring and evaluation plans, and USAID involvement in monitoring progress towards achievement of program objectives during the course of the cooperative agreement.

1.7 INDIRECT COSTS

Pursuant to the Optional Standard Provision of this Award entitled Negotiated Indirect Cost Rates - (TO BE DETERMINED), an indirect cost rate shall be established for each of the Recipient's accounting periods which apply to this Award. Pending establishment of final or revised PROVISIONAL indirect cost rates, PROVISIONAL payments on account of allowable costs shall be made on the basis of the following negotiated PROVISIONAL rate(s) applied to the base(s) which is (are) set forth below:

Rate Base Period
TO BE DETERMINED 1/ From: Agreement Effective Date
To: Until Rate is Amended

1/ Base of Application: TO BE DETERMINED

1.8 TITLE TO AND CARE OF PROPERTY

Title to all property financed under this award shall vest in (TO BE DETERMINED).

1.9 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is Code (TO BE DETERMINED).

1.10 PROGRAM INCOME

The Recipient shall account for Program Income in accordance with 22 CFR 226.24. Program Income earned under this award shall be (TO BE DETERMINED)

1.11 COST SHARE

The Recipient shall account for cost share in accordance with 22 CFR 226.23, Cost Sharing or Matching.

1.12 KEY PERSONNEL

The following positions are considered key to the successful completion of the project described in this Agreement. The named personnel are approved and the Recipient agrees to submit to USAID for approval any proposed replacement for any of the persons named below.

<u>Position</u>	<u>Name</u>
(TO BE DETERMINED)	

1.13 ASSOCIATES COOPERATIVE AGREEMENT

This is an Associate cooperative agreement which has been issued in association with USAID/EGAT/UP, Leader with Associates (LWA) cooperative agreement number (TO BE DETERMINED), a copy of which shall be filed with this associate award. Associate grants may be issued until the Leader grant expires. The Leader grant may provide for the Associate grant to extend for up to five years.

1.14 IMPLEMENTATION OF E.O. 13244 - EXECUTIVE ORDER ON TERRORIST FINANCING

The Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontractors/subawards issued under this agreement.

1.14 STANDARD PROVISIONS

The standard provisions of the Leader award apply to this Associate award.

ATTACHMENT 2
PROGRAM DESCRIPTION
(To Be Determined)