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# AQABA COMMUNITY and ECONOMIC DEVELOPMENT (ACED) PROGRAM

## GRANTS MANUAL - DRAFT

**December 24, 2007**

This publication was produced for review by the United States Agency for International Development. It was prepared by **The Service Group Inc. (TSG)** under the **Aqaba Community and Economic Development (ACED) Program**

# AQABA COMMUNITY and ECONOMIC DEVELOPMENT (ACED) PROGRAM

## GRANTS MANUAL - DRAFT

### **DISCLAIMER**

The author's views expressed in this publication do not necessarily reflect the views of the United States Agency for International Development, The Service Group Inc. or ACED.

## V. Section A: Grant Beneficiary Handbook

### a) *This Handbook*

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

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

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

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

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

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

2. **What audience is this Handbook intended for?** This Handbook is intended for use by any prospective beneficiary of a grant awarded by the Aqaba Community and Economic Development Program.
3. **Are there special guidelines grant beneficiaries must adhere to?** This manual is intended to provide guidelines on financial and administrative control required for the grants awarded under this agreement, and will serve as an Attachment to the Grant Agreement signed between the Aqaba Community and Economic Development Program and the beneficiary. Budget and costs accounting are essential tools for monitoring the grants fund activities. Each beneficiary must comply with the provisions included in this Handbook and presented during the below mentioned workshops. During course of the grant, Aqaba Community and Economic Development Program may verify an individual beneficiary's compliance through written questionnaires, site visits, independent audits, or by other means. Beneficiaries who do not comply with provisions may have their grants terminated and be required to return any grant funds found to be disallowable.
4. **Will questions be answered about the guidelines in this handbook?** Because USAID is the source of funds under the Aqaba Community and Economic Development Program grants program, there are strict requirements attached to the solicitation and management of these funds. Every effort will be made by the Aqaba Community and Economic Development Program to ensure that prospective grant applicants and beneficiaries fully understand the requirements included in this Handbook. Prior to the submission of applications, a Grant Solicitation Workshop may be held to discuss the grants program and to answer questions about grant applications and grants management. In addition, following the award of any large grants, a Beneficiary Orientation Workshop will be organized to provide new Beneficiaries with training of the management of USAID-funded grants. Also, the Aqaba Community and Economic Development Program accountant will support the grantee's accountant as needed to ensure all documentation is clear and provided. In addition, the staff of Aqaba Community and Economic Development Program is available during regular business hours, and at other times by appointment, to answer any questions of an administrative or programmatic nature that may come up. Aqaba Community and Economic Development Program is committed to work with each Beneficiary to ensure the success of the Program.
5. **Where should beneficiary organizations direct their questions?** This Grant Beneficiary Handbook has been designed to inform prospective Aqaba Community and Economic Development Program grant applicants on all aspects of applying for, managing and reporting on grants that may be awarded under the USAID-funded Aqaba Community and Economic Development Program. All aspects of the grants program are described herein, including the eligibility criteria for organizations, the process and format for applying for a grant, the criteria for evaluating grants for award, the responsibilities of grant beneficiaries, and the processes and other requirements for managing and reporting on grants. If you have any questions related to the Aqaba Community and Economic Development Program Grants program or this Grant Beneficiary Handbook, please contact:

Grants Manager  
Aqaba Community and Economic Development Program  
Email: [grants@aced-jordan.com](mailto:grants@aced-jordan.com)  
Tel: 962-3-201-7761  
Fax: 962-3-201-7760

You may also contact the Aqaba Community and Economic Development Program component leader involved with your organization.

## ***b) The Aqaba Community and Economic Development Program***

- 1. What is the Aqaba Community and Economic Development Program?** The Aqaba Community and Economic Development Program is a five-year economic opportunities program funded by the United States Agency for International Development (USAID). The Aqaba Community and Economic Development Program does this through three initiatives. The below information is illustrative of the areas of work.

### **Component 1: Strengthened Government Institutions**

The objective of the Strengthened Government Institutions Component is to ensure that ASEZA and ADC become sustainable efficient institutions capable of carrying out their respective roles as regulator and developer of the Zone. This will be accomplished through legislative and regulatory reform if required; through internal institutional capacity strengthening of both organizations; and by building linkages with other public and private institutions, including civil society, to ensure that development in ASEZ is broad-based and sustainable over the long-term.

### **Component 2: Strengthened Private Sector**

The objectives of the Strengthened Private Sector Component are two fold: 1) to ensure that Aqabites are in a position to join the modern workforce; and 2) to improve the ability of the private sector in Aqaba to be competitive. This component will work directly with the private sector to enhance the ability of MSMEs (both male and female) to provide services and products for the tourism industry, support manufacturing and the logistical (ports, trucking, warehousing, etc.) services sectors. It will also work jointly with the private sector and the government through the Vocational Training Centers to prepare better trained labor to fill the long-term jobs that will be created in Aqaba over the next five to ten years.

### **Component 3: Enhanced Community Development**

The objectives of the Enhanced Community Development Component are: 1) to establish mechanisms for the local community to participate in development decision-making for the ASEZ; 2) to enhance the capacity of local non-governmental organizations (NGOs) to provide relevant services to members; and 3) through a range of activities to encourage both male and female local citizens to participate in the modern economy and have access to social services and infrastructure.

The (ACED) Program is currently accepting concept papers for activities to be funded under its grants program for potential activities between October 11, 2007, and October 31, 2012. The grants should support activities and programs that complement existing ACED activities and help achieve the program's intermediate results. Specifically, the grants will provide assistance to programs yielding results. Please note that ACED's performance management plan is being developed, and thus these results will change though now used as illustrative.

## ***c) Aqaba Community and Economic Development Grants Program***

USAID/Jordan, as part of its Strategic Objective toward "Improved Economic Opportunities for Jordanians" (SO10), has been active in several different aspects of Aqaba as part of its plan.

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

- Gender and Youth as cross cutting themes
- Technical assistance;
- Training;
- Strategic planning;
- Sector analyses, feasibility studies and policy briefs;

- Human Resources improvements;
- Business Practice reforms;
- Supply chain analysis;
- Program support grants;
- Public awareness and advocacy services;
- Public/Private Forums;
- Commodities and equipment procurement;
- Program results monitoring, reporting and coordination.

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

#### **d) Grants and Grant Types**

1. **What is a grant?** A grant is a funding mechanism whereby funds are provided to eligible organizations to carry out activities that are consistent with the objectives of the Aqaba Community and Economic Development Program and of its components. Grant funds do not have to be paid back to the Aqaba Community and Economic Development Program if the funds are properly used to implement the program for which the funds were provided in a manner fully consistent with this Handbook.
2. **What is the purpose of Aqaba Community and Economic Development Program?** The Grants Program is one of the mechanisms that will be used to achieve ACED's objectives. These funds are to be used for grants to entities that provide support to non-governmental organizations, business associations, professional organizations, and universities, training institutions, and consulting firms that implement programs contributing to ACED's goals and results. The Grants Program is to become an important resource for stimulating innovation, sector growth and strengthening institutions.
3. **What are the goals of the program?** A grants program will allow the contractor to provide funds to various organizations for internal strengthening/institution building as well as to support activities of potentially viable organizations. Each of the components will have a public outreach element whereby the local community will be provided information on how the various programs affect and improve their lives. A strong monitoring and evaluation and impact assessment unit will be created under the project that will establish baselines, targets and measure results for the Aqaba Community and Economic Development Program, while also strengthening the capacity of ASEZA and ADC to measure results.
4. **What types of grants are the available from the Aqaba Community and Economic Development Program?** There are four basic types of grants available from the Aqaba Community and Economic Development Program. All require approval from the Aqaba Community and Economic Development Program and USAID's CTO. They differ from each other by purpose, size, duration, payment method, and other aspects. The four types of grants that may be awarded under the Aqaba Community and Economic Development Program include:
  - Mini-Grants
  - Small Grants
  - Fixed Obligation Grants
  - Program Development Grants

5. **What is a mini-grant?** A Mini-Grant is a special category of small grant which has the following specifications:
- Maximum grant period: 90 days
  - Maximum grant amount: not to exceed the JD equivalent of US\$25,000
  - Allowable purpose: Beneficiary activities which are consistent with both beneficiary and Aqaba Community and Economic Development Program objectives but which are not necessarily part of a Strategic Plan (overall long-range plan for beneficiary's organization). These activities will tend to be one-off, stand alone activities
  - Other specifications: The award of Mini-Grants will not necessarily preclude the Beneficiary from also receiving other grant types
  - Allowable costs: Allowable costs include, but are not limited to:
    - Seminars, workshops, conferences and other events;
    - Technical assistance services;
    - Training courses, including the cost of trainers, course materials, site costs, etc.;
    - Publications and publication related costs such as layout, printing, distribution, etc.
  - Costs that are not allowable: these costs include the following:
    - international travel,
    - commodities having a life of greater than one year and a cost of greater than \$5,000
    - indirect beneficiary costs
    - Special costs such as international travel and commodities with a life of more than one year and value greater than \$5000 are allowable with the agreement officer's approval
  - Approval required: approval by USAID CTO
  - Application type: short form application described in Annex A-2
  - Payment type: reimbursement of allowable expenses supported by bona fide receipts from beneficiary
6. **What is a small grant?** A Small Grant has the following specifications:
- Maximum grant period: 360 days
  - Maximum grant amount: not to exceed the JD equivalent of US\$100,000. Note that Mini-Grants, a sub-category of Small Grant discussed below, are limited to the Dinar equivalent of US\$25,000.
  - Allowable purpose: beneficiary activities which are consistent with both Beneficiary and Aqaba Community and Economic Development Program objectives but which are not necessarily part of a Strategic Plan (overall long-range plan for beneficiary's organization). These activities will tend to be one-off, stand alone activities.
  - Other specifications: The award of a Small Grants will not necessarily preclude the beneficiary from also receiving other grant types.
  - Allowable costs: these include, but are not limited to:
    - Seminars, workshops, conferences and other events;
    - Technical assistance services;
    - Training courses, including the cost trainers, course materials, site costs, etc.;
    - Publications and publication related costs such as layout, printing, distribution, etc.
  - Costs that are not allowable: indirect beneficiary costs
    - (Special costs such as international travel and commodities with a life of more than one year and value greater than \$5000 are allowable with the agreement officer's approval.)
  - Approval required: approval by USAID CTO
  - Application type: short form application described in Annex A-2
  - Payment type: reimbursement of allowable expenses supported by bona fide receipts from beneficiary
7. **What is a fixed obligation grant?** Fixed Obligation Grants, also known as FOG Grants, have the following specifications:
- Maximum grant period: 360 days

- Maximum grant amount (in accordance with regulations): not to exceed the JD equivalent of US\$200,000
- Allowable purpose: beneficiary activities which are consistent with both beneficiary and Aqaba Community and Economic Development Program objectives.
- Other specifications: a Fixed Obligation Grant schedule of disbursements must be associated with one or more very specific program benchmarks where there is a certainty about the cost of achieving the each benchmarks cost and where accomplishment each benchmarks by the Beneficiary is readily discernible in fact and in time. The schedule of disbursements reflects both the timing and the amount of beneficiary payments for the accomplishment of each benchmark, and it is therefore essential that the Grants Evaluation Committee be satisfied that there is sufficient cost history to negotiate the schedule of disbursements.
- Allowable costs: subject to the generally unallowable costs specified in subsection D.8. below, there is no requirement for monitoring of types or magnitudes of the costs of the actual costs of achieving the benchmarks.
- Approval Required: approval by USAID Cognizant Technical Officer (CTO) which is dependent upon:
  - The ability to easily identify and quantify programmatic accomplishments or results in establishing grant benchmarks;
  - Limited risk that there will be changes to the program; and
  - Adequate cost (historical or unit pricing) available to determine and negotiate the schedule of disbursements.
- Application type: full application as described in Annex A-2
- Payment type: payment made to beneficiary after presentation of accomplishment of milestones.

**8. What is a program development grant?** Program Development Grants have the following specifications:

- Maximum grant period: two years.
- Maximum grant amount (in accordance with the regulations): not to exceed the JD equivalent of US\$200,000
- Allowable purpose: beneficiary activities which are consistent with both beneficiary and Aqaba Community and Economic Development Program objectives, particularly with respect to organizational and program development, policy analysis and advocacy, and membership services development for sustainability. Beneficiary activities must be an integral part of a Beneficiary's long range Strategic Plan.
- Other specifications: the proposed program must become sustainable over the life of the funding registered in the Application. A Program Development Grant award will not necessarily preclude the beneficiary from also receiving other grant types.
- Allowable costs: these include, but are not limited to:
  - Seminars, workshops, conferences and other events put on by the Beneficiary;
  - Technical assistance services;
  - Training courses, including trainers, course materials, site costs, etc.;
  - Publications such as layout, printing, distribution, etc.;
  - Commodities such as computer equipment, software, audiovisual equipment, etc.;
  - Indirect costs of the beneficiary; and
  - international travel and related expenses
- Costs that are not allowable: the following costs are not allowable, reimbursable costs under Program Development Grants:
  - Any Beneficiary expenses that are not directly linked to, or integral to achievement of, the Beneficiaries proposed long-range Strategic Plan (overall long-range plan for beneficiary's organization).
- Approval Required: Approval by USAID CTO and RCO
- Application type: Full application as described in Annex A-3

- Payment type: Fixed payments based on deliverables or funds advance/ Liquidation funds advanced and subsequently liquidated against allowable expenses supported by bona fide receipts from beneficiary

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

### e) Eligibility for Grants

- 1. What organizations are eligible to apply for a grant?** To be eligible for funding under a Grant Agreement, the Beneficiary organization must have one of the following two legal statuses:
  - Private or public shareholding company, whether for-profit or not-for-profit, that have company objectives consistent with the broad objectives of Aqaba Community and Economic Development Program and the specific objectives of the Aqaba Community and Economic Development Program component recommending the grant for approval, or
  - Non-Government Organizations (NGOs), professional organizations, research institutions, and other institutions that have organizational objectives that are consistent with the broad objectives of Aqaba Community and Economic Development Program and the specific objectives of the Aqaba Community and Economic Development Program component recommending the grant for approval.
- 2. Who is not eligible for grants under the Aqaba Community and Economic Development Program?** Individuals, political organizations, foreign owned and government institutions and religious groups are not eligible for grants under The Aqaba Community and Economic Development Program. (However, US NGO's may apply for grant funds in accordance with the US government regulations not to exceed \$25,000). Also ineligible are private firms and non-governmental organizations whose objectives are not consistent with the broad objectives of Aqaba Community and Economic Development Program and/or with the specific objectives of the Aqaba Community and Economic Development Program component that would be recommending the grant for approval.
- 3. How does my organization demonstrate that it is eligible for a grant under the Aqaba Community and Economic Development Program?** All applications for grants under the Aqaba Community and Economic Development Program must be submitted in a specific format. Any application submitted in any other format is not eligible for evaluation under the grants program and will be returned to the submitting organization. The acceptable format includes, but is not limited to, a cover letter and other supporting

documentation (board resolution, articles of incorporation, etc) as may be necessary to clearly demonstrate that it meets the following conditions precedent to Application Evaluation:

- That the beneficiary organization is an eligible organization legally constituted under Jordanian law with a legal status as described in paragraph E.1. above or is in the process of obtaining such legal status through formal registration;
- that the beneficiary organization has the managerial commitment, as evidenced by written board of directors resolutions, strategic plans (overall long-range plan for beneficiary's organization) or other documentation, indicating that it is, or will be, implementing the objectives referred to in paragraph D.2. above;
- that the beneficiary organization has received a copy of this Grant Beneficiary Handbook and that the Applicant's management has read and understood its contents;
- that the beneficiary organization has not received any funding from Aqaba Community and Economic Development Program for the preparation of its Application;
- that the beneficiary organization has no advances from USAID or a USAID contractor which have been outstanding and un liquidated for longer than 90 days, and that the beneficiary organization has no grant completion report required under a grant from USAID or a USAID contractor which is more than 30 days past due.
- that at the time of application there exists no condition within the Beneficiary organization or with respect to the beneficiary organization's management which renders the organization ineligible for a grant directly or indirectly funded by USAID.
- that the proposed life-of-program funding in the application does not exceed the JD equivalent as specified by each grant type.
- that the proposed period of funding requested in the application does not exceed the maximum life of the grant type applied for, not longer than an end date of October 2012.

#### **f) Requirements for Proposal Submission**

- I. **How do I apply for a grant?** Your organization may apply for a grant by submitting a concept paper in the format required in this Handbook, or by submitting a grant directly. **All grants must be submitted in electronic form to [grants@aced-jordan.com](mailto:grants@aced-jordan.com)** Applicants are encouraged not to submit grant applications before first submitting a concept paper.

##### **i. Concept Papers**

Eligible Applicants should first submit a two-page concept paper in 11 point font to the [grants@aced-jordan.com](mailto:grants@aced-jordan.com) containing the following information:

- The purpose and objectives of the organization and the proposed program;
- A general description of who will benefit from the proposed program and the proposed impact on them;
- A description of who will manage the implementation and on what timeframe the program will be implemented as an integral part of the applicant's Implementation Plan;
- A gender statement including how males and females will participate in and benefit from the proposed program;
- An estimate of the total amount of program funding which would be required to implement the program; and

- Elements of applicant's contribution, in cash and in kind as well as any other sponsors involved.

## ***ii. Grant Applications***

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

- 2. What is the required format for submitting a grant application?** The precise format for submission of a grant application depends on the type of grant. Only applications conforming to one of the following formats will be acceptable for evaluation by the Aqaba Community and Economic Development Program. All grant applications must be in electronic copy, and one original and three hard copies.
  - **Format for applications for Small, Mini-grants, and Fixed Obligation Grants.**
    - *Cover letter.* A cover letter and attached documentation evidencing compliance with the preconditions specified in paragraph E.3. above is required to conform to the Application format for Small and Mini-Grants.
    - *Full application.* The required contents for a full application to conform to the Application format for Small, Mini- Grants, and fixed obligation grants are specified in Annex A-2.
  - **Format for applications for Program Development Grants.**
    - *Cover letter.* A cover letter and attached documentation evidencing compliance with the preconditions specified in paragraph E.3. above is required to conform to the Application format for Program Development Grants.
    - *Full application.* The required contents for a full application to conform to the Application format for Program Development Grants are specified in Annex A-3.

## ***g) Concept Papers***

- 1. What if my organization has an idea for a grant, but wants to explore that idea in advance of investing the time and money that may be involved with submitting a full application?** For all grants, a prospective Beneficiary must (?) submit a concept paper describing the program concept that it is considering seeking grant funding for. Requests to submit applications following review of concept papers is not necessarily an indication of likelihood of grant award.
- 2. If my organization submits a concept paper, how will it learn if the concept is acceptable to the Aqaba Community and Economic Development Program?** The Aqaba Community and Economic Development Program will write your organization a letter indicating if your concept is acceptable or not within two weeks. If the concept is acceptable, the same letter will request that you submit a full application in the format described in this Handbook. If the concept is not acceptable, the same letter will indicate why the concept is not acceptable.

## ***h) Rules and Regulations for Proposal Review***

- 1. How will my full grant application be evaluated?** If you submit an application that is in the proper format as indicated above, the Aqaba Community and Economic Development Program Component Leader responsible for your organization will be in touch with you to discuss the Application and to ask clarifying questions, if any. Once the Component Leader

is fully satisfied that he/she has all the information required to evaluate your organization's Application, he/she will, along with one other member of the component, score your organization's Application as follows:

- For Program Development Grants, see Annex A-5a. However, in summary, an application scoring 75 points or better on the criteria listed, it will be recommended to a Grants Evaluation Committee (GEC) for approval. Applications scoring 74 points or less will not be recommended for approval.
- For Small, Mini-Grants, and Fixed Obligation Grants, see Annex A-5b. However, in summary, an application scoring "yes" on all six of the criteria listed, will be recommended to a Grants Evaluation Committee (GEC) for approval. Applications NOT scoring "yes" on all six of the criteria listed will not be recommended for approval.

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

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

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

### ***i) Grant Agreements and Recipient ("Beneficiary") Responsibilities***

1. **What is a grant agreement?** A grant agreement is the primary written document that specifies the terms and conditions that your organization would have to comply with in order to receive grant funding from the Aqaba Community and Economic Development Program. Sample Grant Agreements for FOG Grants (Annex A-6a), Small and Mini-Grants (Annex A-6b) and Program Development Grants (Annex A6-c) are attached hereto.
2. **What are my responsibilities if my organization is awarded a grant?** Many of the specific responsibilities of your organization depend on the type of grant and the undertakings you make in your Business Plan, if you are required to submit one. Other specific responsibilities are specified in USAID regulations that are part of the various Grant Agreements for FOG Grants (Annex A-5a), Small and Mini-Grants (Annex A-5b) and Program Development Grants (Annex A5-c).

### ***j) Grants Financial, Administration & Reporting Requirements***

1. **What can my organization spend grant funds on?** Allowable costs vary from grant agreement to grant agreement. They depend on the undertakings you make in your Business Plan, if you are required to submit one, on the specifics of your grant agreement

and on AID regulations. However, the following costs are generally allowable in the following grant types:

- *Small Grants & Mini-Grants:* Allowable costs include, but are not limited to, the cost of seminars, workshops, conferences and other events, technical assistance services, training courses, including trainers, course materials, site costs, etc. Such costs generally do not include international airfares or indirect costs.
- *Program Development Grants:* Allowable costs include, but are not limited to, the cost of personnel, technical assistance, travel and transportation, equipment, training, office supplies, rent and utilities, telephone, fax, internet connection, postage, educational materials, bank charges, legal and audit fees, insurance, and maintenance related to premises and equipment.
- *FOG Grants:* No specific costs are assigned to FOG grants. FOG grants are awarded to achieve specific benchmarks.

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

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

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

**4. Will the Aqaba Community and Economic Development Program fully fund my organizations Business Plan?** No. Program Development Grants are the primary mechanism for funding organizational business plans, and they require that the beneficiary organization fund portion of the overall program budget. The size of that portion will vary depending on the organization and the specific program. Generally however, most organizations must fund at least 10% of the program. More information about cost sharing is provided as

appendices to the various Grant Agreements for FOG Grants (Annex A-5a), Small and Mini-Grants (Annex A-5b) and Program Development Grants (Annex A5-c).

## VI. Annexes to Section A – Grant Beneficiary Handbook

### Process Related Annexes

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

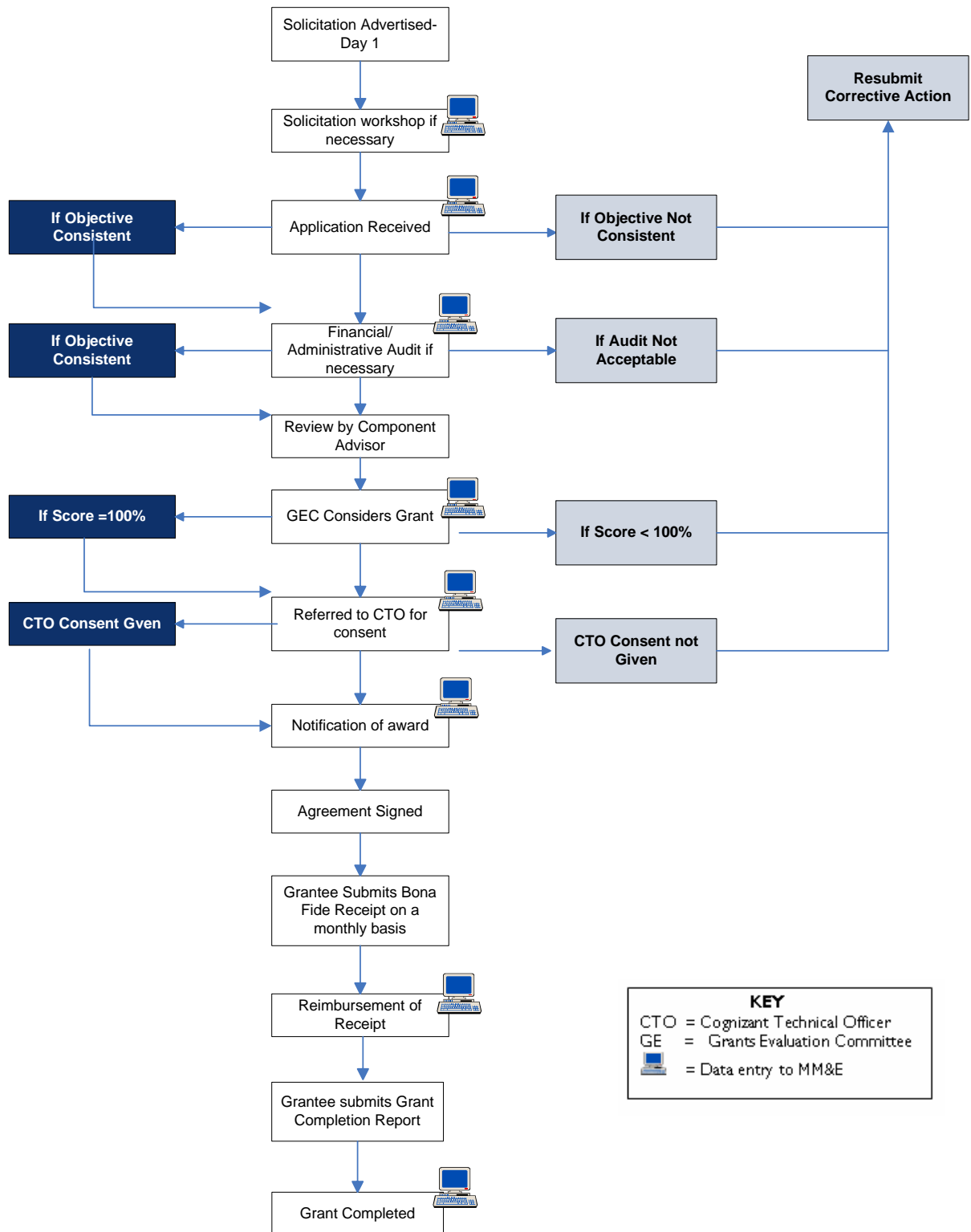
### Application Related Annexes

- Annex A-2 Application Form for Small, Mini-Grants, and FOG Grants
  - Annex A-3 Application Form for Program Development Grants
- Evaluation Related Annexes
- Annex A-4a FOG and Program Development Grant Evaluation Score Sheet
  - Annex A-4b Small & Mini-Grant Evaluation Score Sheet

### Grant Agreement Related Annexes

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

## Annex A-1a : Process for Mini and Small Grants



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

Grants Manager  
Aqaba Community and Economic Development Program  
P.O. Box 2494  
Aqaba 77110 Jordan  
[grants@aced-jordan.com](mailto:grants@aced-jordan.com)

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

**1. Date of this Application:** \_\_\_\_\_

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

a. Name: \_\_\_\_\_ b. Mailing Address: \_\_\_\_\_

c. Street Address (if available) \_\_\_\_\_

d. Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

e. Organization's Contact Person for this Application: \_\_\_\_\_

### **3. Organizational Information Related to Eligibility**

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

c. Legal Status (choose only one):

- Private or public shareholding company, whether for-profit or not-for-profit, that have company objectives that are consistent with the broad objectives of Aqaba Community and Economic Development Program and the specific objectives of the Aqaba Community and Economic Development Program component recommending the grant for approval, or
- Non-Government Organizations (NGOs), professional organizations, research institutions, and other institutions that have organizational objectives that are consistent with the broad objectives of Aqaba Community and Economic Development Program and the specific objectives of the Aqaba Community and Economic Development Program component recommending the grant for approval.

Other (if other, use the following space to clarify): \_\_\_\_\_

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

- A copy of our organization's formal registration as evidence of the above selected legal status;
- One or more copies of board of directors resolutions, strategic plans (overall long-range plan for beneficiary's organization) or other documentation indicating our organization's managerial commitment to implementing objectives that are consistent with the broad objectives of Aqaba Community and Economic Development Program and the specific objectives of the Aqaba Community and Economic Development Program component recommending the grant for approval;
- A memo signed by the Chairman of our board certifying all of the following:

- that our organization has received a copy of the Aqaba Community and Economic Development Program’s Grant Beneficiary Handbook and that our organization’s board and senior management have read and understood its contents;
- that our organization has not received any funding from the Aqaba Community and Economic Development Program for the preparation of this Application;
- that our organization has no advances from USAID or a USAID contractor which have been outstanding and unliquidated for longer than 90 days, and that our organization has no grant completion report required under a grant from USAID or a USAID contractor which is more than 30 days past due;
- that at the time of application there exists no condition within our organization or with respect to our organization’s management which renders the organization ineligible for a grant directly or indirectly funded by USAID;
- that the proposed life-of-program funding in this application does not exceed the JD equivalent of: for Mini-Grants, \$25,000 and 90 days and for Small Grants, \$100,000 and 360 days which ever is applicable to this application and FOG Grants, \$200,000 up to two years.

**4. Statistical and Other Information**

- a. Our members pay dues on the following basis (choose only one):
- Voluntary
  - Mandated by law or regulation
  - Other (specify): \_\_\_\_\_
- b. Fiscal Year end: \_\_\_\_\_ (for your accounting purposes)
- c. We have an operation accounting system in place?  Yes  No
- d. Our accounting system is computerized:  Yes  No
- e. Ownership/leadership of the organization  Male  Female
- f. Our total membership (if applicable) is: \_\_\_\_\_ members (male/female)
- g. As of the above date of application, the number of our members (if applicable) who have fully paid their annual dues for this year is: \_\_\_\_\_ members
- h. Our organization chart is attached?  Yes  No

**5. Information Related to the Proposed Program or Activity**

- a. Our organization’s mandate, mission and/or objectives are the following:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- b. This application is for a (choose only one of the following):
- Small Grant  Mini-Grant  Fixed Obligation Grant. If this is an application for a Mini-Grant, please we hereby certify that we are not requesting funding for any of the following:
- To cover international travel, or
  - Commodities that have a useful life of greater than one year or that cost more than \$5,000, or
  - Indirect costs of our organization.

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

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

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

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

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d. The intended beneficiaries are :  Male     Female

e. We would like the Aqaba Community and Economic Development Program to fund the following specific activities/items (specify the activity or cost item as well as the requested Jordanian Dinar amount for each):

## Sample Budget Summary and Details:

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

	Total Project	Total Request to ACED	Mandatory Cost-Sharing	Other Sources of Support
<b>Travel - Domestic</b>	0	0	0	0
<b>Travel - Foreign</b>	0	0	0	0
<b>Materials and Supplies</b>	0	0	0	0
<b>Publication Costs/Dissemination</b>	0	0	0	0
<b>Consultant Services</b>	0	0	0	0
<b>Equipment</b>	0	0	0	0
<b>Training</b>	0	0	0	0
<b>Printing</b>	0	0	0	0
<b>Total Direct Cost</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total</b>				
Total Activity Request		0		
Cost Share (back-up documentation required at time of funding)			0 and %	
Define What Mandatory Cost-Share includes:				
*All amounts shown in Jordanian Dinar				

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

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

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

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

Please address these items in your narrative:

- Explain how your activity(ies) are consistent with USAID’s Strategic Objective 10 and ACED’s objectives.
- Explain how your organization has the organizational capability to successfully implement the activity(ies).
- Does the activity(ies) have a realistic well thought out implementation plan with clearly defined objectives, expected results, and quantifiable target/benchmarks?
- Is the activity(ies) budget realistic and in line with costs for similar projects in Jordan?
- Is the proposed beneficiary contributing to the overall activity(ies) cost in cash or in kind? Is the proposed cost share appropriate to the proposed beneficiary’s financial capacity?
- What areas of the activity(ies) address issues of sustainability and replicability?
- Does the proposed activity(ies) include women as project beneficiaries?
- Does the proposed activity(ies) target beneficiaries in Aqaba or in the rural areas (those outside Aqaba and other large cities)?

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

Sincerely,

*Name*

*Position*

(Signed by Managing Director, “Agent” or person in similar authorized position within the Applicant organization)

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

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

**Applicant Organization: (Name of Organization)**

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

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

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

**Advisor #1** \_\_\_\_\_ **Advisor #2** \_\_\_\_\_

**Grants Manager** \_\_\_\_\_

## **Annex A-5b: Small Grant & Mini-Grant Agreement**

### **(Aqaba Community and Economic Development Program Letterhead)**

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

(Name of Beneficiary Organization)

(Address of Beneficiary Organization)

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

ORGANIZATION:

GRANT PURPOSE:

Dear Mr./Ms. \_\_\_\_\_:

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

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

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

See Attached Detailed Budget

Grant Funding will be disbursed no more than monthly by check payable to the Beneficiary Organization against presentation of bona fide receipts for Allowable Expenses incurred. Requests for payment shall be made to the Aqaba Community and Economic Development Program Grants Manager, P.O. Box 2494, Aqaba 77110 Jordan.

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

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

1. Document that reasonable steps were taken to ensure that all purchases charged to the grant are at reasonable prices from responsible sources.
2. Maintain complete records of all costs charged to the grant for a period of three years after the expiration of the grant and make such records available to TSG/ Aqaba

Community and Economic Development Program or USAID and their representatives for review at any reasonable time.

3. At TSG/Aqaba Community and Economic Development Program or USAID request, refund to TSG or USAID any funds received from TSG/ Aqaba Community and Economic Development Program that represent reimbursement for any costs determined by TSG/ Aqaba Community and Economic Development Program or USAID not to have met the terms and conditions of this grant.
4. Complete monthly reports within 5 days of months' end and a completion report within 15 days of grant end following the reporting structure as shown in the attached appendix (Format for Monthly, Quarterly & Grant Completion Reports).

### **III. Other Terms & Conditions:**

**A. Relationship to USAID.** This grant is being administered by TSG on -behalf of the Aqaba Community and Economic Development Program - as an authorized USAID Contractor (the Contractor). Although USAID is not substantially involved in the administration of this grant, it is understood and agreed that USAID may, in its discretion through the AQABA COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAM Contracting Officer, supersede any decision, act or omission taken by TSG in respect to this grant, provided that USAID acts in accordance with the grant provisions and in a timely manner, such that the Beneficiary has not detrimentally relied on the decision, act or omission of the Contractor.

**B. Non-liability.** TSG and USAID do not assume liability for any third party claims arising under this grant.

**C. Modification of this Grant Agreement.** This Grant Agreement may be modified from time to time for reasons such as, but not limited to, the following:

- The achievement of the program objective is in jeopardy, but an agreed upon implementation schedule modification can put the activity back on track, and/or
- There is an unanticipated increase in the cost of the activity (ies) proposed for Grant funding.

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

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

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

Sincerely,

Larry C. Hearn

Chief of Party

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

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

Name: *(Name of Beneficiary's Authorized Signatory)*

Title: *(Title of Beneficiary's Authorized Signatory)*

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

**Attachment:**

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

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

**Attachment 2:** Required Appendices for all grants

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

**Attachment 3:** Mandatory and Optional Standard Provisions

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

**Distribution:**

- One Original Copy to the Beneficiary.
- One Original to the Aqaba Community and Economic Development Program.
- One Copy to USAID.
- One Copy to TSG.

## ***Annex A-6: Cost Share Agreement***

Date, 200X

Beneficiary Name

Beneficiary Address

XXXX XXXXX

Re: Letter of Agreement for Cost Share Funding

Dear:

Further to the various conversations and correspondence between us, through this Letter of Agreement with XXXXX, hereinafter referred to as the Client, and the Aqaba Community and Economic Development Program, hereinafter referred to as ACED, hereby agree to work together to expand economic / community development in Aqaba through the following proposed activity:

a. Statement of proposed project.

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

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

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

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

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

We look forward to the successful completion of the activity.

Sincerely,

Larry C. Hearn  
ACED Chief of Party

Name of Authorized Party: \_\_\_\_\_

Signature of Authorized Party: \_\_\_\_\_

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

Cc: Ahmad Al-Husseini, ACED Grants Manager

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

## ***Annex A-6a: Cost-Share Agreement Attachments***

### **Attachment I**

#### **Program Description**

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

### **Attachment II**

#### **Conditions Precedent**

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

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

### **Attachment III**

#### **Client Obligations and Contributions**

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

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

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

## Attachment IV

### ACED Obligations and Contributions

ACED agrees to provide the Client with the following services:

## Attachment V

### Performance Report

Client Name: \_\_\_\_\_

Report Date \_\_\_\_\_

For calendar quarter: \_\_\_\_\_

Current number of employees:

a. \_\_\_\_\_ Full time, of which \_\_\_\_\_ are female.

b. \_\_\_\_\_ Part time, of which \_\_\_\_\_ are female.

Total project expenses for this quarter:

Update on progress: \_\_\_\_\_

\_\_\_\_\_

Yields for this period: \_\_\_\_\_

\_\_\_\_\_

## Attachment VI

### Cost Sharing Agreement Standard Terms and Conditions

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

#### FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER I) CLAUSES:

- 52.203-1 Officials Not to Benefit (Apr 84)
- 52.203-3 Gratuities (Apr 84)
- 52.203-4 Covenant Against Contingent Fees (Apr 84)
- 52.203-13 Procurement Integrity - Service Contracting (Sep 90)
- 52.212-9 Variation in Quantity (Apr 84) (In the preceding clause, the permissible variations are stated in the schedule)
- 52.222-3 Convict Labor (Apr 84)
- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation - General (Apr 84)

52.222-26	Equal Opportunity (Apr 84)
52.222-36	Affirmative Action for Handicapped Workers (Apr 84)
52.222-40	Service Contract Act of 1965 - Contracts of \$25,000 or Less (Apr 84)
52.222-41	Service Contract Act of 1965 (Apr 84)
52.225-3	Buy America Act - Supplies (Apr 84)
52.232-8	Discounts for Prompt Payment (Apr 84) (With Altern. 1)52.233-1 Disputes (Apr 84)
52.243-1	Changes - Fixed Price
52.249-1	Termination for the Convenience of the Government (Fixed Price) (Short Form) (Apr 84. The following clauses are added to the above:

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

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

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

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

**DISTRIBUTION:**

- One Original Copy to the Beneficiary
- One Original Copy to ACED Grants Manager
- One Copy to USAID/Jordan CTO
- One Copy to ACED Accountant
- One Copy to TSG Home Office PMU Director

## ***Appendix I: Instructions for environmental review of (ACED) Aqaba Community and Economic Development Program***

### **I. Background**

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

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

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

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

USAID clearance is required for:

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

### **II. Instructions**

1. *Complete section A of Environmental Review Form (ERF), attached in Form A.*
2. *List all proposed partner activities in the first column of section b of the ERF. Include all project phases (i.e. Planning, design, construction, operation and maintenance). Ancillary activities should also be included. These are activities that are required to successfully implement the primary activity. Examples include building or improving a road so that heavy vehicles can reach the project site, excavation of fill material or gravel for construction, provision of electricity, water, or sewage facilities, disposal of solid waste, etc.*
3. *In the second column of section b of the ERF, designate the risk level associated with proposed activities, using the following table:*

<p><b>Very low-risk activities</b> -Activities with low potential for adverse biophysical or health impacts</p>	<p><b>High-risk activities</b> -Activities with high potential for adverse biophysical or health impacts</p>	<p><b>Moderate risk activities</b> -Activities with moderate potential for adverse biophysical or health impacts <i>-If any of the activities listed in this table may adversely impact (1) protected areas, (2) other sensitive environmental areas, or (3) threatened and endangered species and their habitat, these activities are high risk</i></p>
<p><b>Provision of education, technical assistance, or training.</b> (activities directly affecting the environment do not qualify.)</p> <p><b>Community awareness initiatives.</b></p> <p><b>Controlled agricultural experimentation</b> exclusively for the purpose of research and field evaluation confined to small areas (normally under 4 ha./10 acres). This must be carefully monitored and no protected or other sensitive environmental areas may be affected).</p> <p><b>Technical studies and analyses</b> and other information generation activities not involving intrusive sampling of endangered species or critical habitats.</p> <p><b>Document or information transfers.</b></p> <p><b>Nutrition, health care or family planning,</b> EXCEPT when (a) some included activities could directly affect the environment (construction, water supply systems, etc.) or (b) biohazardous (esp. HIV/AIDS) waste is handled or blood is tested.</p> <p><b>Rehabilitation of water points</b> for domestic household use, shallow, hand-dug wells or small water storage devices. Water points must be located where no protected or other sensitive environmental areas could be affected. <b>NOTE:</b> USAID guidance on potable water requires water quality testing for arsenic, coliform, nitrates and nitrites.</p>	<p><b>River basin development</b></p> <p><b>New lands development</b></p> <p><b>Planned resettlement</b> of human populations</p> <p><b>Penetration road building, or rehabilitation</b> of roads (primary, secondary, some tertiary) over 10 km length, and any roads which may pass through or near relatively undegraded forest lands or other sensitive ecological areas</p> <p><b>Substantial piped water supply and sewerage</b> construction</p> <p><b>Major bore hole or water point</b> construction</p> <p><b>Large-scale irrigation</b></p> <p><b>Water management structures</b> such as dams and impoundments</p> <p><b>Drainage of wetlands</b> or other permanently flooded areas</p> <p><b>Large-scale agricultural mechanization</b></p> <p><b>Agricultural land leveling</b></p> <p><b>Procurement or use of restricted use pesticides,</b> or wide-area application in non-emergency conditions under non-supervised conditions. (Consult MEO.)</p> <p><b>Light industrial plant production or processing</b> (e.g., sawmill operation, agro-industrial processing of forestry products, tanneries, cloth-dyeing operations).</p> <hr/> <p><b>High-risk and typically not funded by USAID:</b> <b>Actions affecting protected areas and species.</b> Actions determined likely to significantly degrade protected areas, such as introduction of exotic</p>	<p><b>Small-scale agriculture, NRM, sanitation,</b> etc. (You may wish to define what “small scale” means for each activity)</p> <p><b>Agricultural experimentation.</b> Controlled and carefully monitored agricultural experimentation exclusively for the purpose of research and field evaluation of MORE than 4 ha. <b>NOTE Biotechnology/GMOs:</b> No <i>biotechnology testing or release</i> of any kind are to take place within an assisted country until the host countries involved have drafted and <i>approved</i> a regulatory framework governing biotechnology and biosafety. All USAID-funded interventions which involve biotechnologies are to be informed by the ADS 21 I series governing "Biosafety Procedures for Genetic Engineering Research." In particular this guidance details the required written approval procedures needed before transferring or releasing GE products to the field.</p> <p><b>Medium-scale construction.</b> Construction or rehabilitation of facilities or structures in which the surface area to be disturbed exceeds 10,000 sq. ft (1000 sq meters) but funding level is \$200,000 or less. (E.g. small warehouses, farm packing sheds, agricultural trading posts, produce market centers, and community training centers.)</p> <p><b>Rural roads.</b> Construction or rehabilitation of rural roads meeting the following criteria:</p> <ul style="list-style-type: none"> <li>▪ Length of road work is less than ~10 km</li> <li>▪ No change in alignment or right of way</li> <li>▪ Ecologically sensitive areas are at least 100 m away from the road and not affected by construction</li> </ul>

<p><b>Very low-risk activities</b> -Activities with low potential for adverse biophysical or health impacts</p>	<p><b>High-risk activities</b> -Activities with high potential for adverse biophysical or health impacts</p>	<p><b>Moderate risk activities</b> -Activities with moderate potential for adverse biophysical or health impacts <i>-If any of the activities listed in this table may adversely impact (1) protected areas, (2) other sensitive environmental areas, or (3) threatened and endangered species and their habitat, these activities are high risk</i></p>
<p><b>Small-scale construction.</b> Construction or repair of facilities if total surface area to be disturbed is under 10,000 sq. ft. (approx. 1,000 sq. m.) (and when no protected or other sensitive environmental areas could be affected).</p> <p><b>Intermediate credit.</b> Support for intermediate credit arrangements (when no significant biophysical environmental impact can reasonably be expected).</p> <p><b>Maternal and child feeding</b> conducted under Title II of Public Law 480.</p> <p><b>Title II Activities.</b> Food for development programs under Title III of P.L. 480, when no on-the-ground biophysical interventions are likely.</p> <p><b>Capacity for development.</b> Studies or programs intended to develop the capability of recipients to engage in development planning. (Does NOT include activities directly affecting the environment)</p> <p><b>Small-scale Natural Resource Management activities</b> for which the answer to ALL SUPPLEMENTAL SCREENING QUESTIONS (see instruction Form A) is “NO.”</p>	<p>plants or animals Actions determined likely to jeopardize threatened and endangered species or adversely modify their habitat (esp. wetlands, tropical forests)</p> <p><b>Activities in forests, including:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Conversion of forest lands</b> to rearing of livestock</li> <li>▪ <b>Planned colonization of forest lands</b></li> <li>▪ <b>Procurement or use of timber harvesting equipment</b></li> <li>▪ <b>Commercial extractin of Tiber</b></li> <li>▪ <b>Construction of dams</b> or other water control structures that flood relatively undegraded forest lands</li> </ul> <p><b>Construction, upgrading or maintenance of roads</b> that pass through relatively non-degraded forest lands. (Includes temporary haul roads for logging or other extractive industries)</p>	<p>or changes in drainage.</p> <ul style="list-style-type: none"> <li>▪ No protected areas or relatively undegraded forest are within 5 km of the road.</li> </ul> <p><b>Title II and III Small-Scale Infrastructure.</b> Food for Development programs under Title II or III, involving small-scale infrastructure with the known potential to cause environmental harm (e.g., roads, bore holes).Quantity imports of commodities such as fertilizers</p> <p><b>Sampling.</b> Technical studies and analyses or similar activities that could involve intrusive sampling, of endangered species or critical habitats. (Includes aerial sampling.)</p> <p><b>Water provision/storage.</b> Construction or rehabilitation of small-scale water points or water storage devices for domestic or non-domestic use. (Covers activities NOT included under “Very low risk activities” above.) <b>NOTE:</b> USAID guidance on water quality requires testing for arsenic, nitrates, nitrites and coliform bacteria.</p> <p><b>Support for intermediate credit institutions</b> when indirect environmental harm conceivably could result.</p> <p><b>Institutional support grants to NGOs/PVOs</b> when the activities of the organizations are known and may reasonably have adverse environmental impact.</p> <p><b>Pesticides.</b> Small-scale use of USEPA-registered, least-toxic general-use pesticides. Use must be limited to NGO-supervised use by farmers, demonstration, training and education, or emergency assistance. <b>NOTE:</b> Environmental review (see</p>

<p><b>Very low-risk activities</b> -Activities with low potential for adverse biophysical or health impacts</p>	<p><b>High-risk activities</b> -Activities with high potential for adverse biophysical or health impacts</p>	<p><b>Moderate risk activities</b> -Activities with moderate potential for adverse biophysical or health impacts -If any of the activities listed in this table may adversely impact (1) protected areas, (2) other sensitive environmental areas, or (3) threatened and endangered species and their habitat, these activities are high risk</p>
		<p>step 5) must be carried out consistent with USAID Pesticide Procedures as required in Reg. 16 [22 CFR 216.3(b)(1)].</p> <p><b>Nutrition, health care or family planning</b>, if (a) some included activities could directly affect the environment (e.g., construction, supply systems, etc.) or (b) biohazardous healthcare waste (esp. HIV/AIDS) is produced, syringes are used, or blood is tested.</p>

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

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

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

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

The ERR follows the outline below:

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

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

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

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

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

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

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

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

the ACED Grants Manager aware of these actions and potential effects, so that ACED Grants Manager can carry out an environmental assessment.

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

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

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

7. **Summarize recommended determinations. In section C of the ERF summarize recommended** determinations by checking ALL categories indicated by section B.
8. *Sign certifications in Section D.*
9. *Submit form and attach ERR if applicable.*

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

### A. Applicant information

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

### B. Activities, screening results, and recommended determination

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

\*These screening results require completion of an ERR

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

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

\*These screening results require completion of an ERR

**D. Certification:**

I, the undersigned, certify that:

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print name)

**ACED Grants Manager:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print name)

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**Note:**

USAID CTO and MEO approval required for:

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

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

**FOR USAID USE ONLY**

Clearance record

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

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

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

## **Form B: Supplemental instructions for Natural Resources Management Activities**

### **BACKGROUND**

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

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

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

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

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

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

## **Appendix 2: Drug Free Workplace Certification**

(To accompany all types of grants)

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

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

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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

*Street address*

*City, zip code*

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

By: (Signature of Beneficiary's Authorized Signatory)

Name: (Name of Beneficiary's Authorized Signatory)

Title: (Title of Beneficiary's Authorized Signatory)

Place Signed: \_\_\_\_\_

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

**Appendix 3: Debarment and Suspension Certification (to accompany all types of grants)**

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

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

By: (Signature of Beneficiary’s Authorized Signatory)

Name: (Name of Beneficiary’s Authorized Signatory)

Title: (Title of Beneficiary’s Authorized Signatory)

Place Signed: \_\_\_\_\_

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

#### ***Appendix 4: Local Cost Financing (June 1993) (to accompany all types of grants)***

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

By: (Signature of Beneficiary's Authorized Signatory)

Name: (Name of Beneficiary's Authorized Signatory)

Title: (Title of Beneficiary's Authorized Signatory)

Place Signed: \_\_\_\_\_

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

#### ***Appendix 5: Cost Sharing (Matching) (July 2002)***

(to accompany all types of grants)

**APPLICABILITY:** This provision is applicable when the recipient is required to provide a matching share or to cost share.

#### **COST SHARING (MATCHING) (JULY 2002)**

- a. During the period of this award, the recipient agrees to spend funds from non-U.S. Government sources in an amount at least equal to the amount or percentage of the total expenditures under this award specified in the schedule of the award. The schedule of this award may also contain restrictions on the application of cost sharing (matching) funds. The schedule of the award takes precedence over the terms of this provision.
- b. Eligibility of non-U.S. Government funds applied to satisfy cost sharing (matching) requirements under this award are set forth below:
  1. Charges incurred by the recipient as project costs. Not all charges require cash outlays by the recipient during the project period; examples are depreciation and use charges for buildings and equipment.
  2. Project costs financed with cash contributed or donated to the recipient by other non-U.S. Government organizations (may include public international organizations or foreign governments and institutions, private organizations, or individuals), and
  3. Project costs represented by services and real and personal property, or use thereof, donated by other non-U.S. Government agencies and institutions, and private organizations and individuals.
- c. All contributions, both cash and in-kind, shall be accepted as part of the recipient's cost sharing (matching) when such contributions meet all of the following criteria:
  1. Are verifiable from the recipient's records;
  2. Are not included as contributions for any other U.S. Government-assisted program;
  3. Are necessary and reasonable for proper and efficient accomplishment of project objectives;
  4. Are types of charges that would be allowable under the applicable Federal cost principles;
  5. Are not paid by the U.S. Government under another grant or agreement (unless the grant or agreement is authorized by U.S. Government law to be used for cost sharing or matching);
  6. Are provided for in the approved budget when required by USAID; and
  7. Conform to other provisions of this paragraph.

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

- d. Values for recipient in-kind contributions will be established in accordance with the applicable Federal cost principles.
- e. Specific procedures for the recipient in establishing the value of in-kind contributions from non-U.S. Government third parties are set forth below:
  1. Valuation of volunteer services: Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteer services may be counted as cost sharing or matching if the service is an integral and necessary part of an approved program.

- (i) Rates for volunteer services: Rates for volunteers should be consistent with those paid for similar work in the recipient's organization. In those instances in which the required skills are not found in the recipient's organization, rates should be consistent with those paid for similar work in the labor market in which the recipient competes of the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
  - (ii) Volunteers furnished by other organizations: When an employer other than the recipient furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits that are reasonable, allowable, and allocable, but exclusive of overhead costs) provided these services are of the same skill for which the employee is normally paid.
- 2. Valuation of donated supplies: Donated supplies may include such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to expendable personal property included in the cost (matching) share shall be reasonable and shall not exceed the market value of the property at the time of the donation.
- 3. Valuation of donated equipment, buildings, and land or use thereof:
  - (i) The method used for charging cost sharing or matching for donated equipment, buildings, and land for which title passes to the recipient may differ according to the purpose of the award as follows: .
    - a) If the purpose of the award is to assist the recipient in the acquisition of equipment, buildings, or land, the total value of the donated property may be claimed as cost sharing or matching.
    - b) If the purpose of the award is to support activities that require the use of equipment, buildings, or land; normally only depreciation or use charges for equipment and buildings may be made. However, the full value of equipment or other capital assets and fair rental charges for land may be allowed provided that the USAID Agreement Officer has approved the charges.
  - (ii) The value of donated property will be determined in accordance with the usual accounting policies of the recipient with the following qualifications:
    - Land and buildings: The value of donated land and buildings shall not exceed its fair market value, at the time of donation to the recipient as established by an independent appraiser (e.g. certified real property appraiser or General Services Administration representative) and certified by a responsible official of the recipient.
    - Equipment: The value of donated equipment shall not exceed the fair market value of equipment of the same age and condition at the time of donation.
    - Use of space: The value of donated space shall not exceed the fair rental value of comparable space as established by an

- independent appraisal of comparable space and facilities in a privately owned building in the same locality.
    - Loaned equipment: The value of loaned equipment shall not exceed its fair rental value.
- f. The following requirements pertain to the recipient's supporting records for in kind contributions from third parties. With the authorization of the Agreement Officer, the recipient may attribute cost share contributions from sub recipients to the prime award.
  - 1. Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the recipient for its employees.
  - 2. The basis for determining the valuation for personal services, material, equipment, buildings, and land shall be documented.
- g. Individual expenditures do not have to be shared or matched provided that the total expenditures incurred during the year (or funding period) are shared or matched in accordance with the agreed upon amount or percentage set forth in the schedule of the award.
- h. If at the end of any or funding period hereunder, the recipient has expended an amount of non-U.S. Government funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID funding for the following funding period, or, if this award has expired or been terminated, may require that the recipient refund the difference to USAID.
- i. If the recipient fails to act in good faith to meet the cost sharing (matching) requirements set forth in paragraph (a) above, the Agreement Officer may consider it sufficient reason to terminate this award for cause in accordance with the Standard Provision of this award entitled "Termination and Suspension".
- j. The restrictions on the use of USAID funds set forth in the standard provisions of this award are applicable to expenditures incurred with USAID funds provided under this award. Except for the requirements of this standard provision, the restrictions set forth in the standard provisions of this grant are not applicable to costs incurred by the recipient from non-U.S. Government funds. The recipient will account for the USAID funds in accordance with the standard provision of this award entitled "Accounting, Audit, and Records"; however, in the event of disallowances of expenditures from USAID award funds, the recipient may substitute expenditures made with funds provided from non-U.S. Government sources, provided they are eligible in accordance with all the standard provisions of this award.
- k. Notwithstanding paragraph (b) of the standard provision of this award entitled "Refunds", the parties agree that in the event of any disallowance of expenditures from USAID award funds provided hereunder, the recipient may substitute expenditures made with funds provided from non-Federal sources provided they are otherwise eligible in accordance with paragraph (b) of this provision.

By: (Signature of Beneficiary's Authorized Signatory)

Name: (Name of Beneficiary's Authorized Signatory)

Title: (Title of Beneficiary's Authorized Signatory)

Place Signed: \_\_\_\_\_

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

## **Appendix 6: Certification regarding Terrorist Financing**

### **TERRORIST FINANCING (MARCH 2002)**

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 contracts/subawards issued under this agreement

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

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

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

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

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

Solicitation Number (if through RFA): \_\_\_\_\_

Contract/Grant/Agreement Number (if applicable): \_\_\_\_\_

Date of Application/Proposal: \_\_\_\_\_

Name of Applicant/Recipient: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

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

## ***Appendix 7: Standard and Provisional Regulations***

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

### **I. Standard and Provisional Regulations**

## X. Certifications, Assurances, and Other Statements of the Recipient (May 2006)

NOTE: When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement".

### ***Part I – Certifications and Assurances***

#### **I. Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs**

*Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.*

- a) The recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the Cooperative Agreement for which application is being made, it will comply with the requirements of:
  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 was approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

## **2. Certification Regarding Lobbying**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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.”

### **3. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)**

USAID reserves the right to terminate this Agreement, to demand a refund or take other appropriate measures if the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned shall review USAID ADS 206 to determine if any certifications are required for Key Individuals or Covered Participants.

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

### **4. Certification Regarding Terrorist Financing, Implementing Executive Order 13224**

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

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
  - a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : <http://www.treas.gov/offices/eotffc/ofac/sdn/tl1sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
  - b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
  - c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
  - d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification-

- a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
- b. "Terrorist act" means-
- c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- e. The Recipient's obligations under paragraph I are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
  - i. an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
  - ii. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
  - iii. any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

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

## 5. Certification of Recipient

By signing below the recipient provides certifications and assurances for (1) the Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs, (2) the Certification Regarding Lobbying, (3) the Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206) and (4) the Certification Regarding Terrorist Financing Implementing Executive Order 13224 above.

RFA/APS No. \_\_\_\_\_

Application No. \_\_\_\_\_

Date of Application \_\_\_\_\_

Name of Recipient \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

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

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

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

Title/Position: \_\_\_\_\_

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

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

### **NOTICE:**

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

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

- I. I hereby certify that within the last ten years:
  - a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
  - b. I am not and have not been an illicit trafficker in any such drug or controlled substance.
  - c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.
2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

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

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

#### **NOTICE:**

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

**Part IV – Certification of Compliance with the Standard Provisions Entitled  
“Condoms” and “Prohibition on the Promotion or Advocacy of the Legalization or  
Practice of Prostitution or Sex Trafficking.”**

*Applicability: This certification requirement only applies to the prime recipient. Before a U.S. or non-U.S. non-governmental organization receives FY04-FY08 HIV/AIDS funds under a grant or cooperative agreement, such recipient must provide to the Agreement Officer a certification substantially as follows:*

“[Recipient's name] certifies compliance as applicable with the standard provisions entitled “Condoms” and “Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking” included in the referenced agreement.”

RFA/APS No.	_____
Application No.	_____
Date of Application	_____
Name of Applicant/Subgrantee	_____
Typed Name and Title	_____
Signature	_____

## **Part V – Survey on Ensuring Equal Opportunity for Applicants**

*Applicability: All RFA's must include the attached Survey on Ensuring Equal Opportunity for Applicants as an attachment to the RFA package. Applicants under unsolicited applications are also to be provided the survey. ( While inclusion of the survey by Agreement Officers in RFA packages is required, the applicant's completion of the survey is voluntary, and must not be a requirement of the RFA. The absence of a completed survey in an application may not be a basis upon which the application is determined incomplete or non-responsive. Applicants who volunteer to complete and submit the survey under a competitive or non-competitive action are instructed within the text of the survey to submit it as part of the application process.)*

### **Survey on Ensuring Equal Opportunity for Applicants**

## **Part VI – Other Statements of Recipient**

### **I. 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.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

### **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. 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:
  - Recipient's name.
  - Recipient's address.
  - Recipient's telephone number.
  - Line of business.
  - Chief executive officer/key manager.
  - Date the organization was started.
  - Number of people employed by the recipient.
  - 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](mailto: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 \_\_\_\_\_

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 do 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	_____
PROBABLE GOODS	_____
PROBABLE (Generic)	_____
UNIT COST	_____
COMPONENTS	_____
SOURCE	_____
COMPONENTS	_____
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	_____
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-US Only) \_\_\_\_\_  
FOR NON-US \_\_\_\_\_

- 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

On a continuation page, please provide past performance information requested in the RFA.

## 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,  a public college or university,  an international organization, or  a joint venture; or
- b. If 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.