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LOCAL GOVERNANCE PROGRAM IN ALBANIA (LGPA) SMALL GRANTS MANUAL

NOVEMBER 2007

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LOCAL GOVERNANCE PROGRAM IN ALBANIA (LGPA)

SMALL GRANTS MANUAL

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DISCLAIMER

The author's views expressed in this publication do not necessarily reflect the views of the United States Agency for International Development or the United States Government.

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ACRONYMS

ADS	Automated Directives System
COP	Chief of Party
CTO	Cognizant Technical Officer
FOG	Fixed Obligation Grant
GM	Grants Manager
LGPA	Local Governance Program in Albania
NGO	Nongovernmental Organization
REC	Review and Evaluation Committee
SiG	Simplified Grant Format
SGF	Small Grant Fund
SPAS	Simplified Pre-Award Survey
USAID	United States Agency for International Development

1.0 PURPOSE

Under the Local Governance Program in Albania (LGPA), ARD, Inc. will administer a \$500,000 grant program targeting nongovernmental organizations (NGOs) and associations, to fund activities that assist grantees to overcome constraints to achieving project objectives at the municipal level and act as seed money for setting up business improvement districts, business incubators, or similar economic development activity. ARD's flexible, demand-driven approach to grant programming will allow the project to respond to needs and opportunities of potential grantees as they arise. Based on the ARD team's experience in the region, ARD envisions the no individual grant will be greater than \$100,000 and the average grant size will be closer to \$15,000. ARD will refine this manual and its terms as agreed upon with USAID.

LGPA will favor small grant formats to implement Small Grant Fund (SGF) activities. There are two formats for small grants, the Simplified (SiG) and Fixed Obligation Grant (FOG). Grants will be administered in accordance with the guidance found in the United States Agency for International Development's (USAID) Automated Directives System (ADS) 303.3.24 "Small Grants." SiGs and FOGs are processed, awarded, and managed in accordance with the following instructions, which are consistent with USAID policy found in ADS 303.

On rare occasions, LGPA may conclude that a standard grant is a more suitable grant format for a specific activity. When this is the case, LGPA will follow the applicable USAID grant policies (ADS 303) governing standard grants and their use.

2.0 POLICIES

1. **Eligibility** – Applications will only be accepted from US and non-US NGOs, including commercial firms and non-profit organizations.
2. **Priority** – Grant activities will directly support the objectives of the aforementioned contract between ARD and USAID. Priority will be given to grants that have a visible, quick impact; leverage ongoing initiatives; and promote innovation.
3. **Grant Funding Limitation** – LGPA funding for any individual grant will not exceed \$100,000.
4. **Duration of Award** – All activities associated with the SGF must be completed by the end date shown in Item 5 of the Grant Agreement. Any grant issued on a non-competitive basis, whose justification for exception to competition is “Small Grant Award (less than \$100,000)” will not have a duration that exceeds one year. All grants will end at least 90 days prior to the end of the ARD/USAID LGPA prime contract.
5. **Program Termination** – LGPA will not issue grants after 01/31/2011. Accordingly, the last date for activity under any grant is 03/31/2011.
6. **Application Processing** – All competed grant applications will be processed in accordance with Section 3.0 Procedures of this document. All grantees are required to use the Small Grant Application format provided by LGPA (Attachment A).
7. **Certifications** – All grantees will be required to complete, sign, and submit to LGPA the applicable certificates with their applications (Attachment B).
8. **Evaluation Criteria** – Applications will be evaluated by LGPA in accordance with the following criteria using the Application Review and Evaluation form (Attachment C):

Evaluation Criteria	Points
1. Strategic fit	30 points
2. Technical approach	40 points
3. Organizational capabilities	20 points
4. Gender considerations	10 points
5. Cost effectiveness	Not scored
Total	100 points

1. *Strategic fit* (30 points maximum), including:

- Contribution toward ARD success indicators (per Contract ARD/USAID LGPA Contract No. DFD-I-00-05-00121-00 Task Order 05)
- Sustainability of project results

- Anticipated benefits to the beneficiaries

2. *Technical approach* (40 points maximum), including:

- Clearly defined problem statement
- Goals clearly outlined
- Innovative technical approach
- Potential obstacles identified and solutions

3. *Organizational capabilities* (20 points maximum), including:

- Past performance on similar projects
- Relevance of staff skills to the proposed program
- Experience in geographic region
- Soundness of accounting and procurement practices
- Capacity to adhere to USAID financial guidelines

4. *Gender considerations* (10 points maximum), including:

- Focus on women's issues
- Impact on women's participation

5. *Cost effectiveness*:

Cost criteria will not be scored. Costs will be evaluated in terms of feasibility, cost realism, reasonableness, completeness, allocability, and cost effectiveness of activities outlined in the project description. The purpose here is to ensure that proposed costs maximize direct activity costs, including cost sharing and leveraging (if required), and minimize administrative costs. The cost selection criteria, expressed in the form of questions below, will allow LGPA to evaluate the cost applications.

- Is the proposed budget reasonable, allocable, and allowable?
- Does the proposal minimize headquarters costs for managing the project in order to maximize the funds available for field-based project activities including a strong field management capacity (cost effectiveness)?
- Does the proposal have the required percentage of cost share funds? Are there other leveraged funds or submitted funding proposals that could complement program activities?
- Applicant's representation of cost share constitutes an eligibility factor and will not be separately evaluated.

9. **Agent** – The grantee must designate a responsible individual with a proven record of active organizational involvement and competent management and who is in good standing in the region to serve as its agent for all aspects of the grant activity.

10. **Responsibility and Accountability** – Responsibility and accountability for the grant, including compliance with all terms and conditions, rests with the grantee. The grant agreement is entered into on a bilateral basis between LGPA and the grantee organization. Prior to awarding a grant, the LGPA

Grants Manager (GM) will assess grantee responsibility using the Simplified Pre-Award Survey form (Attachment D).

11. **Application Development and Progress Monitoring** – If there is sufficient demand for application assistance, the GM will provide a workshop to assist grantees with the development of their applications. If the application results in a grant, the GM monitors implementation progress. The GM, in coordination with technical managers, will conduct periodic site visits to the SGF activity and serve as the grantee’s primary reference resource for grant-related issues and questions.
12. **Work-Cost-Milestone Plan** – A Work-Cost-Milestone Plan, in the format specified by LGPA (see Attachment A), will support each grant application. The plan presents all work to be done on a summary task basis. Each task specifies the required resources in terms of LGPA funding. Each task has a clearly defined and quantified milestone that vouches for task completion. Cost estimates for all elements of the Work-Cost-Milestone Plan must be presented on an all-inclusive basis, taking into account ancillary costs such as transport, handling, etc. The grantee must be able to justify all costs, including but not limited to unit costs, units required, and labor rates.

In the case of FOGs, each task is assigned a lump sum fixed-price reimbursement payment that covers all work included under the task and leading up to the milestone. A reimbursement payment can cover one or more work tasks with related milestones. The reimbursement plan at the bottom of the Work-Cost-Milestone Plan will specify milestones that “trigger” payments. The number of reimbursements will be proposed in the Work-Cost-Milestone Plan, and will be subject to LGPA review and approval. LGPA is not obligated to fund any cost outside the Work-Cost-Milestone Plan.

13. **Cost Share and Leveraging** – Specific cost share and leveraging percentages will be established on a case-by-case basis. Cost sharing and leveraging will be handled in accordance with ADS 303.3.10. Grantees are required to report on cost share just as they report on USAID funds expended.
14. **International Travel and Indirect Costs** – As a general rule, a grant may not include costs for international travel or indirect costs. In accordance with the USAID Best Practices paper on indirect costs, “[it is] best for local non-US organizations to charge all costs direct when possible, rather than establish indirect cost rates.” In the event that an organization has formal financial and accounting systems and can provide LGPA with copies of the applicant’s financial reports for the previous three-year period (which have been audited by a certified public accountant or other auditor satisfactory to LGPA); projected budget and cash flow and organizational chart; and a copy of the organization’s accounting manual, LGPA will consider establishing a provisional indirect cost rate for the grant period when fixed obligation grants are contemplated.
15. **Equipment and Commodities** – All equipment and/or commodities are subject to review and approval by LGPA prior to purchase with grant funds with respect to USAID geographic code, eligibility, and local financing requirements. Additionally, grant funds will not be reimbursed to the grantee for procurement of equipment that has an acquisition cost in excess of \$5,000 and a useful shelf life of one year or more.
16. **Branding and Marking Grants under Contract** – LGPA will require grantees to “co-brand” their projects as established for grants under contract in ADS 320. All grant agreements will contain the following provision:

“The grantee shall co-brand all USAID partially or fully funded programs, projects, activities, public communications, and commodities. Co-branding is placing the USAID Identity next to the award recipient’s logo—and ensuring equal size and prominence—on USAID partially or fully funded programs, projects, activities, public communications, and commodities.”

17. **Application Endorsement and References** – At time of submission, the grantee’s agent must certify the application as being current, complete, and accurate.
18. **Environmental Screening and Review** – All grant activities, except those categorically excluded will be required to complete the Environmental Screening form (Attachment E), unless directed otherwise by USAID.
19. **Negotiation** – The LGPA GM will complete a Simplified Pre-Award Survey, Negotiation Memorandum (Attachment F), prior to issuing any grant.
20. **Grant Formats** – LGPA will issue grants utilizing the Simplified and Fixed Obligation Grant formats (Attachments G and H respectively). On rare occasions, LGPA may conclude that a standard grant is a more suitable grant format for a specific activity. When this is the case, LGPA will follow the applicable USAID grant policies (ADS 303) governing standard grants and their use.
21. **Payment** – LGPA will not advance funds to the grantee. There are two methods of payments:
 - **Reimbursement to grantee** – For SiG format grants, all requests for reimbursement will be made for actual costs incurred on a monthly basis when accompanied by supporting documentation for costs such as copies of receipts, employee timesheets, etc. On a monthly basis, the grantee will submit an Expense Reporting, Request for Reimbursement, and Progress Report form (Attachment I). When a FOG format is used, all requests for reimbursement must correspond to a tranche payment specified in the FOG Agreement (Attachment H, Item 17). After achievement of an agreed “trigger” milestone, the grantee initiates the reimbursement by submitting a Tranche Payment Request and Progress Report Form (see Attachment J) to the GM. The GM certifies and forwards the form to the finance and accounting department for processing. LGPA reserves the right to independently verify the milestone. In some cases, the project may do so through verification by a third party of its choosing. The grantee’s agent and the GM must co-endorse all payment requests.
 - **Direct vendor payment** – In-kind equipment, commodity, and/or service payments are made by LGPA on behalf of the grantee directly to vendors. All direct vendor payments must be specified and approved by LGPA during the development of the Work-Cost-Milestone Plan. Procurement actions are executed by LGPA in accordance with its policies and procedures, including price negotiation. LGPA may request a grantee to participate in the procurement process in accordance with its instructions. A grantee may not negotiate with a vendor for alternate equipment, commodities, and/or services. Grantee questions and/or special requests must be submitted to LGPA—not to the vendor.
22. **Financial Records and Inspection** – The grantee is required to maintain good quality, transparent, and adequately supported financial records for all grant-related incurred costs. LGPA reserves the right of access and inspection of these records, by its own staff or by a designated representative of its choice (e.g., an auditor), for a period of three years after the completion of the grant. Grantees implementing projects with SiGs are required to submit a quarterly and final report that lists the amount of foreign taxes assessed by the government of Albania on commodity purchase transactions valued at \$500 or more financed with LGPA project funds under this agreement (Attachment L).
23. **Activity Completion** – When a FOG agreement is used, the grantee must certify completion of activities using a Completion Certificate as required by ADS 303.3.24.1 (Attachment M). All grantees are required to submit a final report (Attachment K) with the final request for reimbursement.
24. **Modification** – SiGs may be modified to extend the end date of the grant or to modify the budget to move funding between line items. The grantee may move up to 10% of the total budget between line items without prior LGPA approval. Modifications to add additional funding to a grant must receive

prior approval from USAID. A SiG may be modified by issuance of a written modification notice jointly signed by the grantee's agent and LGPA's Chief of Party (COP). A modification of a grant issued on non-competitive basis, whose justification for exception to competition is "small award (less than \$100,000)," may not result in a grant period that exceeds year or funding that exceeds \$100,000.

Since FOGs entail activities for which there is a high degree of programmatic and financial certainty, modification to a FOG agreement should be rare.

25. **Termination and Suspension** – LGPA or USAID may unilaterally terminate in whole or part, or suspend payments, if there is reasonable cause to believe that the grantee is or will be insolvent during the performance of the grant.

In addition to the above, USAID may, in its sole discretion, supersede any decision or omission taken by ARD. USAID retains the right, through the Contracting Officer, at all times thereunder to (1) dictate a different decision with respect to the award or administration of any grant; (2) rectify an omission by ARD with respect to the award or administration of any grant; (3) take over the administration of any grant awarded hereunder; and/or (4) terminate, in whole or in part, ARD's grants under contract authorities under the LGPA project.

26. **Grant Renewals** – Grants will not be subject to renewal. However, grantees may apply for other grants for which they may be eligible; applications will be subject to the established review process.
27. **Conflicts of Interest** – All LGPA staff must be free of any apparent conflicts of interests concerning SGF project activities and grantee organizations.

3.0 PROCEDURES

LGPA small grants are implemented in accordance with the following ten steps. However, the LGPA COP may alter these steps and sequence on a case-by-case basis to improve the efficiency and effectiveness of processing an application and/or implementing an activity.

- Step 1. Notification of Program** – When grants are to be competed, LGPA will, at its discretion, distribute the Small Grant Fund Statement to selected grantees with which it currently has a project implementation relationship. When a wider pool of grantee candidates is desired, the SGF Statement will be distributed to a pre-selected pool of grantees that are known for their experience in the technical sector. The short list of grantees will be solicited based on market research from informed LGPA staff and USAID and will allow for limited competition at a practical level. LGPA will also publicly announce the program via the project Web site. Any grants awarded without public notice will be executed in accordance with ADS 303.3.6.5 and Steps 1–10 of this section. All competed grants will be evaluated as described in Step 3.
- Step 2. Application Preparation** – The grantee prepares the grant application (Attachment A) to the best of its abilities. A Work-Cost-Milestone Plan is an integral part of each application. The plan presents all work to be done on a summary task basis; specifies personnel, materials, and other support; and presents clearly defined and quantified milestones that vouch for achievement. The application, along with the required certifications (Attachment B), is submitted to the LGPA office.
- Step 3. Technical Review and Cost Analysis** – The LGPA Review and Evaluation Committee (REC) will review the application for technical merit and analyze costs for realism and allowability. The REC consists of the GM (non-voting member), a project financial officer, a technical manager, and the COP. If there is need for clarification or refinement, the GM will instruct the grantee accordingly. Upon receipt of the application, the review and cost analysis will be processed in 30 working days or less. Each evaluator will complete a Review and Evaluation Form (Attachment C). The GM will enter the averaged scores on a master Review and Evaluation Form and forward it to the USAID Cognizant Technical Officer (CTO) for approval or rejection.
- Step 4. Pre-award Responsibility Determination and Environmental Screening** – Concurrent with the application process, the GM will conduct a responsibility determination of the grantee using the Simplified Pre-Award Survey (SPAS) Form (Attachment D). The GM will interview key grantee managers, check references within the local community and other donors, and examine samples of manuals, forms, reports, etc. as applicable. If the GM determines that the grantee does not have the capacity to responsibly manage a Simplified Grant, the GM may impose special conditions or deny funding. The GM will review his/her reason(s) for non-endorsement with grantee management.
- Additionally, LGPA will ensure that all grant activities are subject to the Environmental Screening found in Attachment E.
- Step 5. Determination of Award** – Once the application review is completed, the REC will make a recommendation to the USAID CTO for review and selection of a grant candidate. Once the

USAID CTO has issued a decision and the application is ready for award, the GM will prepare a Negotiation Memorandum (Attachment F).

Step 6. Negotiation of Award – If an application is approved for funding, the LGPA Grants Manager will prepare a grant award agreement (see Attachments G and H) for review, negotiation, and signature by the LGPA COP and the grantee’s agent. The grant agreement will incorporate the grantee’s application (with Work-Cost-Milestone Plan). Prior to entering into a grant agreement, the GM will forward a final draft version of the grant agreement to the ARD Senior Grants Specialist for review.

If an application is rejected, the GM will notify the grantee in writing within 30 days of the determination.

Step 7. Authorization to Proceed – With the signed grant agreement in-hand, the grantee has authorization to undertake all work activities covered by the grant and to incur costs in accordance with the Work-Cost-Milestone Plan. In the event that the grant includes in-kind procurement to be processed by LGPA, the GM will work in consultation with the grantee to ensure a smooth, coordinated implementation.

Step 8. Grantee Monitoring – The GM and technical managers will monitor the implementation of grant activities on a regular basis; visits may include desk audits and review and examination of technical, administrative, and financial aspects of the grant. The GM will support the grantee by addressing questions and helping to resolve issues. The GM will keep LGPA management fully apprised of implementation progress and any issues that may arise.

Step 9. Reimbursement of Costs and Progress Reporting – For SiG formats, reimbursement of costs and progress reporting will occur on a monthly basis utilizing the Expense Reporting and Request for Reimbursement Form (Attachment I). All requests for reimbursement will be made for actual costs incurred with supporting documentation such as copies of receipts, employee timesheets, etc.

When a FOG format is used, all requests for reimbursement must correspond to a tranche payment specified in the FOG Agreement. After agreed trigger milestone are achieved, the grantee will initiate the reimbursement by submitting a Tranche Payment Request & Progress Report Form (Attachment J) to the GM. The GM certifies and forwards the form to the LGPA Accounting Department for processing. LGPA reserves the right to independently verify the milestone. In some cases, it may do so by means of verification by a third party of its choice.

In support of a payment request, the grantee’s agent is required to provide an assessment of work progress, constraints identified and/or problems encountered, and actions that have been or will be taken to remove the constraints or correct the problems in a timely and adequate manner. Progress, constraints/problems, and corrective actions must be presented with reference to specific work tasks. Payments to in-kind vendors will be made in accordance with terms and conditions of purchase orders.

All grantees are required to submit a final report (Attachment K) with the final request for reimbursement.

Grantees implementing projects with SiGs are required to submit quarterly reports and a final report that list the foreign taxes assessed by the government of Albania on commodity purchase transactions valued at \$500 or more financed with LGPA project funds under this agreement (Attachment L).

Step 10. Completion – Grants will be closed out in accordance with CIB-90-12. When FOGs are used, the grantee should submit a Grant Completion Certificate (Attachment M) signed by the grantee agent. All grantees will be required to submit a final report using the format in Attachment K.

4.0 FORMS

The following forms are used to administer LGPA Small Grants:

Attachment A. Small Grant Application

Attachment B. Certifications

Attachment C. Application Review and Evaluation Form

Attachment D. Simplified Pre-Award Survey Form

Attachment E. Environmental Documentation Form

Attachment F. Negotiation Memorandum

Attachment G. Simplified Grant Agreement

Attachment H. Fixed Obligation Grant

Attachment I. Expense Report, Request for Reimbursement, and Progress Report Form

Attachment J. Tranche Payment Request Form and Progress Report

Attachment K. Final Report Format

Attachment L. Federal Tax Reporting Format

Attachment M. Completion Certificate

ATTACHMENT A: SMALL GRANT APPLICATION

LGPA Project

Small Grant Application

Basic Information

1. Name of Organization (applicant):
2. Address:
3. Telephone, fax, email:
4. Organization's designated agent (name and title):
5. Organization's mission statement:

If the applicant is a non-US entity, it operates as a corporation an individual, a partnership, a nongovernmental nonprofit organization, a nongovernmental educational institution, a governmental organization, an international organization, or a joint venture organized under the laws of _____ (country).

6. Names, titles, and home address of three people that can attest to the applicant's past performance (may not be staff of the applicant or a member, and/or board member of the applicant) to serve as references for the application:
 - 1:
 - 2:
 - 3:

Background/Introduction

7. Describe situational context:

Strategic and Technical Approach of Activity

8. Activity being proposed:
9. Location:
10. Explain how the proposed Activity will help achieve a LGPA project objective:

11. Describe sustainability of grant interventions after the end date:
12. Describe services provided to surrounding community and the impact on the beneficiaries:
13. Analysis of the problem:
14. Specific goals and objective of the proposed project with expected results:
15. Technical approach (What exactly will you do to address the problem and achieve the goals):
16. Are there any obstacles that may inhibit progress? How will you address the problems?
17. Provide a matrix of objective indicators to be used to project monitoring and evaluation: (provide as attachment)
19. Provide project timeline: (provide as attachment)

Past Performance/Organizational Capacity

20. Describe your experience with similar projects:
21. Staff skills relevant to the proposed project:
22. Experience in geographic region:
23. Does the organization have written accounting and procurement procedures:
24. Describe the organization's capacity to adhere to USAID financial guidelines:

Gender Considerations

25. Describe the focus on women's issues:
26. Describe the impact on women's issues:

Note: A fully completed and signed Work-Cost-Milestone Plan must be attached to the application before processing by LGPA can begin.

Application Certification

We, the undersigned, hereby submit this Small Grant application to LGPA for review and consideration. We have materially participated in its preparation. To the best of our knowledge, all information provided is current, complete, and accurate and based on the need to efficiently and effectively meet the needs of the target population.

Applicant Agent Certification:

Date of Application:

For LGPA Review and Evaluation Committee Use

Grants Manager	Financial Manager:	Technical Manager	LGPA COP:
Non-voting member	Reviewed and recommended for a grant award ()	Reviewed and recommended for a grant award ()	Reviewed and recommended for a grant award ()
Notes:	Notes:	Notes:	Notes:
Date:	Date:	Date:	Date:

() Approved submission to USAID CTO

() Not approved (see cause below)

Chief of Party _____ **Date** _____

() Reviewed and Approved for Award Negotiation () **Not approved**

USAID CTO _____ **Date** _____

GRANT APPLICATION BUDGET AND MILESTONE PLAN

The Budget Section consists of the following parts

1. Global budget showing a breakdown of costs. Project costs should be broken down by what amount LGPA will fund.
2. Budget notes: Use the “Notes” column to guide the reader to any explanations.
3. Provide detail under each budget heading. For example under “Personnel” include the individuals and salaries to be assigned to the project.
4. Please attach provide a detailed per activity budget in MS Excel (two hard copies and one 3.5 diskette).

Activity Description	UNITS	LGPA FUNDING (Currency)	COST SHARE/ LEVERAGING (Currency)	TOTAL (Currency)	Notes
1. Personnel					
2. Fringe Benefits					
3. Materials and Supplies					
4. Travel					
5. Other Direct Costs					
TOTAL PROJECT COST					

Budget Notes: (examples)

A – Approximately **L.75** is needed per day for lunch and dinner. The hotel provides breakfast with the room.

Description of Budget Line Items:

1. **Personnel** – List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.
2. **Fringe Benefits** – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.
3. **Materials and Supplies** – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books and hand held tape recorders) and show the basis for computation. (Note: Organization’s own capitalization policy may be used for items costing less than \$5,000.) Generally, supplies include any materials that are expendable or consumed during the course of the project.
4. **Travel** – Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X bus fare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel policies applied, applicant, or federal travel regulations.
5. **Other Direct Costs** – List items (e.g., rent, reproduction, telephone, and janitorial or security services) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

WORK-COST-MILESTONE PLAN

Description of Work Activities	LGPA Funding*	Cost Share / Leveraging	Total Costs	Start & Completion (calendar days)
Task 1:	Personnel: Fringe: Materials/Supplies: Travel: Other DC: Total:	Personnel: Fringe: Materials/Supplies: Travel: Other DC: Total:	Personnel: Fringe: Materials/Supplies: Travel: Other DC: Total:	
Task 2:	Personnel: Fringe: Materials/Supplies: Travel: Other DC: Total:	Personnel: Fringe: Materials/Supplies: Travel: Other DC: Total:	Personnel: Fringe: Materials/Supplies: Travel: Other DC: Total:	
Task 3:	Personnel: Fringe: Materials/Supplies: Travel: Other DC: Total:	Personnel: Fringe: Materials/Supplies: Travel: Other DC: Total:	Personnel: Fringe: Materials/Supplies: Travel: Other DC: Total:	
Task 4: (Additional tasks as required)	Personnel: Fringe: Materials/Supplies: Travel: Other DC: Total:	Personnel: Fringe: Materials/Supplies: Travel: Other DC: Total:	Personnel: Fringe: Materials/Supplies: Travel: Other DC: Total:	
Total				

* Budgetary support documentation and notes required as applicable.

Submitted by grantee agent:

Date:

INSTRUCTIONS FOR COMPLETING WORK-COST-MILESTONE PLAN

Description of Work Activities Column

List all major tasks required to complete the grant activity. Examples: “HIV/AIDS prevention trainings in 10 communities” or “Free voluntary counseling and testing for 100 beneficiaries.” In most cases, there should be at minimum four activities listed and at maximum ten.

LGPA Funding Column

For each work activity, describe the quantities of material, service, or supplies required. Examples: “20 bags of cement,” “Electrician for five workdays,” “15 overhead light fixtures,” and “1 seed dryer.”

Cost Share/Leveraging Column

For each work activity, describe the quantities of material, service, or supplies required. Examples: “20 test kits,” “Trainer for five workdays,” “15 posters,” and “1 medical kit.”

Total Costs Column

For each entry in the Materials/Supplies column, provide an estimated cost based on prevailing open market cost quotations and experience.

Start and Completion Dates Column

Work tasks can be done parallel to each other; other tasks are sequential. Some work tasks are dependent on the completion of other tasks. Within the context of the total work plan, each task should be assigned an estimated start and completion date with respect to the overall plan. Example: The total work plan is 180 calendar days. Activity 3 is “Community Training on HIV/AIDS prevention.” This activity cannot occur until all beneficiaries have been identified and enrolled in the training. Thus, its start date could be “Day 30,” and its completion date “Day 60.” Work tasks must be planned logically.

Description of Milestone of Achievement

The milestone should directly relate to the description of the work task and vouch for the successful completion of the work. Example: “Train on HIV/AIDS prevention” with a milestone being the report on the training activity with attendance list, etc.

Reimbursement No. 1 Based on Milestone __ and Valued at \$_____

If a Fixed Obligation Grant is desired, an LGPA reimbursement payment can cover one or more milestones. The last milestone to be achieved “triggers” the payment for all costs associated with work tasks leading up to that milestone.

ATTACHMENT B: CERTIFICATIONS

Certifications can be downloaded from the following address:

<http://www.usaid.gov/policy/ads/300/303sad.pdf>

ATTACHMENT C: APPLICATION REVIEW AND EVALUATION FORM

Applicant: _____

Project Title: _____

Strategic Fit (30 points)	Score	Comments if any
1. Relevance to LGPA goals? (10 pts)		
2. Sustainability of project results? (10 pts)		
3. Anticipated impact on the beneficiaries? (10 pts)		
Technical Approach (40 points)		
1. Clearly defined problem statement? (10 pts)		
2. Goals clearly defined? (10 pts)		
3. Innovative technical approach? (10 pts)		
4. Potential obstacles defined and solutions? (10 pts)		
Past Performance/Organizational Capacity (20 points)		
1. Past performance in similar projects? (4 pts)		
2. Relevant staff skills to the proposed project (4 pts)		
3. Experience in geographic region? (4 pts)		
4. Written accounting and procurement procedures? (4 pts)		
5. Capacity to adhere to USAID financial guidelines? (4 pts)		
Gender Considerations (10 points)		
1. Focus on women's issues (5 pts)		
2. Impact on women's issues (5 pts)		
Cost Effectiveness (not scored)		
1. Are cost reasonable, allowable, and allocable? Y or N		
2. Is the proposal cost effective?		
3. Does the proposal have the required percentage of cost share/leveraging?		

Total Score _____

Does the organization have legal status? Yes/No _____
 USAID/Government banned organization: Yes/No _____
 Application recommended for further review: Yes/No _____
 If no, should the applicant be encouraged to resubmit? Yes/No _____

Proceed in Cycle _____ Decline Funding _____

By affixing my signature below, I hereby certify that I have no real or apparent conflict of interest concerning this concept paper, the applicant organization, or any other consultant of business that may be involved in the referenced project.

Evaluators Name: _____ Signature: _____ Date: _____

ATTACHMENT D: SIMPLIFIED PRE-AWARD SURVEY FORM

Name of Applicant:

Address:

Applicant Agent:

Facility Description:

Date(s) of Assessment:

For all Small Grants, LGPA is required to make a written determination as part of the grantee responsibility determination. The Grants Manager (GM) has on-site responsibility for conducting the assessment. This form guides the GM in making a written determination in accordance with policies and procedures set forth in the ADS 303.3.9.1(d).

1	Does the applicant have adequate financial resources, or the ability to obtain such resources, as required during the performance of the award?
2	Does the applicant have the ability to comply with the award conditions taking into consideration all existing prospective recipient commitments?
3	Does the applicant have a satisfactory record of performance? (Past relevant unsatisfactory performance is ordinarily sufficient to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance.)
4	Does the applicant have a satisfactory record of integrity and business?
5	Is the applicant qualified to receive an award under applicable local, regional, and national laws and regulations?

Comments and/or Observations:

Grants Manager:

Recommend application for award.

Do not recommend application for award (must state reasons with reference to Items 1–5 above).

GM Signature _____

Date _____

ATTACHMENT E : ENVIRONMENTAL DOCUMENTATION FOR GRANT ACTIVITIES

A. Applicant information

Grantee (organization):	
Individual contact and title:	Address, phone & email (if available)
Grant activity (brief description)	Amount of grant
Location of grant activity	Start and end date of grant activity

B. Activities, screening results, and recommended determination

TABLE 1 Proposed grant activities	Screening result (Step 3 of instructions)			Recommended Determinations (Step 6 of instructions. Complete for all moderate and high-risk activities)		
	Very low risk	Moderate risk	High 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.						

(continue on additional page if necessary)

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

The grant contains. . .	<i>(equivalent regulation 216 terminology)</i>
<input type="checkbox"/> Very low risk activities	<i>grant categorical exclusion(s)</i>
<input type="checkbox"/> After environmental review, activities determined to have no significant adverse impacts	<i>grant negative determination(s)</i>
<input type="checkbox"/> After environmental review, activities determined to have no significant adverse impacts, given appropriate mitigation and monitoring	<i>grant negative determination(s) with conditions</i>
<input type="checkbox"/> After environmental review, activities determined to have significant adverse impacts	<i>grant positive determination(s)</i>

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 project under the Code of Federal Regulations 22 CFR 216:
 - Those responsible for implementing this activity have received training and/or documents 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, except with the approval of USAID.
 - Any specific mitigation or monitoring measures described in the attached information 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)

BELOW THIS LINE FOR USAID USE ONLY

Approval

USAID Project Officer	(print name)	(signature)
<input type="checkbox"/> Approved		
<input type="checkbox"/> Rejected		
USAID MEO	(print name)	(signature)
<input type="checkbox"/> Approved		
<input type="checkbox"/> Rejected		

USAID comments: (if documentation is rejected, comments must be provided to applicant)

INSTRUCTIONS FOR COMPLETING THE ENVIRONMENTAL DOCUMENTATION FORM

NOTE: These instructions accompany the Environmental Documentation for Grant Activities Form

Who must submit grant environmental documentation?

This form is required of each activity sponsored by USAID, except those activities for which USAID has determined, in writing, to warrant categorical exclusions from environmental compliance procedures.

Step 1. Provide requested “Applicant information” (Section A of the form)

Step 2. List all components in the activities

In Table 1 (Section B) of the form, list all activities associated with the grant activities. Include all phases: planning, design, construction, and operation and maintenance. Include ancillary activities. (These are activities that are required to build or operate the primary activity. Examples include building or improving a road to provide heavy vehicles access to the project site, excavating fill material or gravel for construction, and laying utility pipes to connect with energy, water sources, or sewage disposal.)

Step 3. Screening: Identify low-risk and high-risk activities

For *each* activity listed in Table 1, refer to the list of examples below to determine whether it is very low-risk, high risk, or moderate risk. (Activities that do not appear in either the low-risk or the high-risk list are considered moderate risk by default). Enter the results in Table 1.

Very low-risk activities (§216.2(c)(2))	High-risk activities (§216.2(d)(1))
Provision of education, technical assistance, or training (Note that activities directly affecting the environment do not qualify.) Community awareness initiatives Controlled experimentation exclusively for the purpose of research and field evaluation confined to small areas and carefully monitored (when no protected or other sensitive environmental areas could be affected) Technical studies and analyses and other information generation activities not involving intrusive sampling of endangered species or critical habitats Document or information transfers Nutrition, health care or family planning: (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 Rehabilitation of water points for domestic household use, shallow, hand-dug wells or small water storage devices (when no protected or other sensitive environmental areas could be affected). Note that USAID guidance on potable water requires water quality testing for arsenic, coliform, nitrates, and nitrites. Support for intermediate credit arrangements (when no significant biophysical environmental impact can reasonably be expected) Programs of maternal and child feeding conducted under Title II of Public Law 480	River basin or new lands development Planned resettlement of human populations Penetration road building, or rehabilitation of roads (primary, secondary, some tertiary) over 10 km length, and any roads that may pass through or near relatively un-degraded forest lands or other sensitive ecological areas Substantial piped water supply and sewerage construction Major bore hole or water point construction Large-scale irrigation Water management structures such as dams and impoundments Drainage of wetlands or other permanently flooded areas Large-scale agricultural mechanization Agricultural land leveling Procurement or use of <u>restricted use</u> pesticides, or wide-area application in non-emergency conditions under non-supervised conditions Light industrial plant production or processing (sawmill operation, agro-industrial processing of forestry products) High-risk and typically not funded by USAID: Actions determined likely to significantly degrade protected areas, such as introduction of exotic plants or animals Actions determined likely to jeopardize threatened and endangered species or adversely modify their habitat (esp.

Very low-risk activities (§216.2(c)(2))	High-risk activities (§216.2(d)(1))
Food for development programs under Title III of P.L. 480, when no on-the-ground biophysical interventions are likely Studies or programs intended to develop the capability of recipients to engage in development planning. (Activities directly affecting the environment do not qualify.)	wetlands and tropical forests) Conversion of forest lands to rearing of livestock Planned colonization of forest lands Procurement or use of timber harvesting equipment Commercial extraction of timber Construction of dams or other water control structures that flood relatively un-degraded forest lands Construction, upgrading, or maintenance of roads (including temporary haul roads for logging or other extractive industries) that pass through relatively un-degraded forest lands.

Step 4. Determine if you should write an environmental review

Examine the screening results as they are entered in Table 1.

- If ALL the activities are very low risk, then no further review is necessary. In Section C of the form, enter “grant categorical exclusion” as your recommended determination. Skip to Step 8 of these instructions.
- If ANY activities are moderate risk, you must list mitigation measures to be followed, and should consider completing an environmental review to address these activities. Proceed to Step 5. USAID may require an environmental review.
- If any activities are high risk, note that Regulation 216 usually requires a full environmental assessment study (EA). Rather than commit to such a study, it is recommended that you complete an environmental review addressing these activities to determine if a full EA will indeed be required. 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 some cases, 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 environmental review must argue this case clearly and thoroughly. Proceed to Step 5.

Step 5. Write the environmental review, if appropriate

The environmental review is a typically short, 2–3 page document. It follows the outline below. It presents the environmental issues associated with the activities. It also documents the mitigation and monitoring commitments made by the grantee. Its purpose is to allow the grantee and USAID to evaluate the **likely environmental impacts of the project**.

- Summary of grant.** Summarize background, rationale, and outputs/results expected (reference to proposal, if appropriate).
- Description of activities.** For all moderate and high-risk grant activities listed in Table 1 of the form, succinctly describe location, siting, and surroundings (include a map, even if it is only a sketch map). Provide both quantitative and qualitative information about actions needed during construction and who will undertake them. (All of this information can be provided in a table.) If various alternatives have been considered and rejected because the proposed activity is considered more environmentally sound, explain these.

C. Environmental Situation. Describe the environmental characteristics of the site(s) in which these activities will take place. Focus on characteristics of the site that are of concern—e.g., water supplies, animal habitat, steep slopes, etc. Is the environmental situation at the site degrading, improving, and stable with regard to these critical characteristics?

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, and energy).

Indicate any beneficial impacts and how the sustainability of the natural resource base will be improved.

E. Environmental Mitigation Actions (including monitoring). Provide a work plan 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, or 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 that 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, or list the names of any reference materials or individuals consulted. (Pictures of the site can substantially reduce the written description required in parts B and C.)

Step 6. Based on the environmental review, reach a recommended determination for each high-risk or moderate-risk activity

For each high-risk or moderate-risk activity, the environmental review will help you decide between one of three recommended determinations:

- **No significant adverse impacts.** The activity in question will not result in significant, adverse environmental impacts. Special mitigation or monitoring is not required. Typically does not apply to high-risk activities.
- **No significant adverse impacts given appropriate mitigation and monitoring.** With appropriate mitigation and monitoring, none of the grant activities will result in significant, adverse environmental impacts.
- **Significant adverse impacts.** One or more of the grant activities is likely to cause significant adverse environmental impacts and cannot be mitigated with best practices or other measures. A full environmental assessment will be required.

Enter these determinations in Table 1.

Step 7: Summarize recommended determinations

In section C of the form, summarize your recommended determinations by checking ALL categories indicated in Table 1.

Step 8. Sign certifications (Section D of form) and attach mitigation measures or environmental review

Step 9. Submit forms and supporting documents to USAID project officer (CTO)

ATTACHMENT F: NEGOTIATION MEMORANDUM

Grant Award No.:

Name of grantee:

Address:

Grantee Agent:

Facility Description:

Activity Development Officer:

A. Agreement authority:

The grant agreement will be awarded and managed by ARD, Inc., under the Local Governance Program in Albania (LGPA), under USAID Contract No. DFD-I-00-05-00121-00 TO 05. Additionally, pursuant to ADS 302.3.5.6, ARD is authorized to award grants to non-US organizations. The Grant Agreement will be issued upon approval of an application by USAID's Cognizant Technical Officer as other designate.

B. Rationale for choice of instrument:

A simplified grant format (SiG) was chosen because the activity is of short duration (e.g., less than 18 months) and the grant is below the dollar threshold, however there is not adequate cost data available to "fix" the price of the grant.

The fixed obligation grant (FOG) instrument was chosen because the project activities are very specific in nature and the activity is of short duration (e.g., less than 18 months) and the grant is below the dollar threshold. The Grants Manager (GM) chose the use of the FOG format because the accomplishment of the milestones detailed in the application are readily discernible and the anticipated costs are clear-cut as required by ADS 303.3.24.1 (Fixed Obligation Grants to Nongovernmental Organizations).

C. Brief description of the purpose of the award and duration:

[Insert 1 or 2 sentences that describe the project and adequately reflect the purpose of the award]

The activity is scheduled to begin on *[date]* and scheduled to conclude on approximately *[date]*.

Additional descriptive information is located in the grantee's official award file.

D. Detailed cost breakdown and analyses with justification of all cost elements:

A budget, in the form of a Work-Cost-Milestone Plan (with budgetary notes), representing the LGPA contribution to the project is part of the grant by incorporation of the grantee's application. The GM conducted a detailed cost analysis of the budget, and the budget and cost analysis were reviewed by the LGPA Review and Evaluation Committee.

E. Information on indirect cost rates with a copy of NICRA, if appropriate:

Not applicable: Indirect costs are not allowable under this grant agreement.

F. Recipient's management responsibility, policies, organization, financial aspects. Rationale for determination responsibilities will include, if appropriate, supporting information and/or pre-award survey reports:

LGPA conducted an assessment of five key criteria using its Simplified Pre-Award Survey (PAS) Form. The GM interviewed key grantee managers, checked references within the local community and with other donors, and examined samples of manuals, forms, reports, etc., as applicable. The GM recommended the grantee for grant award, and the LGPA Review and Evaluation Committee, after reviewing the findings of the Simplified PAS exercise, concurred. The Simplified PAS Form is found in the grantee's official award file and is available for review. Any financial risk is mitigated by the implementation of a reimbursement-type payment mechanism. The GM provides the following statements concerning the grantees capacity:

1. The information provided by the LGPA technical team supports the fact that the grantee's leadership and past work were acceptable and its good relation with the project beneficiaries is widely recognized in the region.
2. The grantee has a satisfactory record of integrity and business ethics. Neither the grantee nor their key members appear in the List of Parties Excluded from the Federal Procurement and Non Procurement Programs (EPLS) or the Clinton List. The online database utilized was found at: <http://www.arnet.gov/epl/>. Printouts of these verifications remain in the award's file. Additionally, no negative information that would indicate a lack of integrity business ethics involving them has been identified by ARD, based on comments from sources mentioned above.
3. The grantee is otherwise qualified to receive a grant under applicable laws and regulations as it has submitted completed and signed copies of Following Certifications, Assurances, and Other Statements of the Recipient (as of May 2006): Certification Regarding Lobbying, Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206), Certification Regarding Terrorist Financing, implementing Executive Order 13224, and Certification of Recipient and Key Individual Certifications Narcotics Offenses and Drug Trafficking.

Based upon the foregoing, the grantee has satisfied the pre-award criteria and is considered to be capable of executing the program objectives of the grant in a responsible manner. A copy of the supporting Pre-Award Responsibility Determination (PARD) documentation is attached to this negotiation memo.

The GM will ensure that the various reporting requirements applicable to this grant are discussed with the grantee upon award signature to ensure that they will : a) have adequate understanding of the requirements; b) have the ability to submit timely and accurate reports on the grant activity; and c) orient the hrantee on USAID regulations and procedures that apply to this grant.

G. If applicable, classification of high risk and steps to minimize the risk:

LGPA does not consider the Grantee to be a high-risk recipient (please see Item F above).

OR

LGPA does consider the Grantee to be a high-risk recipient and will impose the following special conditions on the grantee:

H. A statement that USAID's Consolidated List of Debarred, Suspended, and Ineligible Awardees has been reviewed and the recipients name was not included on the list.

The GM, during the high-level review of the application, conducted a review of the Consolidated List of Debarred, Suspended, and Ineligible Awardees and concluded that the grantee was not included on the list. The online database utilized was found at: <http://www.arnet.gov/epl/>.

I. Competition or justification for other than full and open competition:

- This project proposal was submitted in response to the Small Grant Fund Statement.
- This grant was not competed. The justification for other than full and open competition is authorized by ADS 303.3.6.5(b) Unsolicited application.
- This grant was not competed. The justification for other than full and open competition is authorized by ADS 303.3.6.5(c) Exclusive and predominant capability (explain):
[proprietary capability, specialize facility or technical expertise, unique existing relationship with the beneficiaries]
- This grant was not competed. The justification for other than full and open competition is authorized by ADS 303.3.6.5(d) Small award less than \$100,000 and one year in duration.

J. Places, dates, and attendance at all meetings, agenda, and decisions made:

Date	Location	In Attendance	Results	Other Ref/Notes

Grants Manager

Date:

ATTACHMENT G: SIMPLIFIED GRANT (SIG) AGREEMENT NO. 0X-XX

[Insert grant title]

1. **Grantee:** Name of Nongovernmental Organization
Contact information (address, telephone, fax, email)
2. **Grantee Agent:** Name, Title
Contact information (address, telephone, fax, email)

This grant is authorized in accordance with the Foreign Assistance Act of 1961, as amended. This award is made in accordance with USAID Standard Provisions for non-US nongovernmental organizations and Automated Directives System (ADS) applicable sections, in particular Chapter 303. Funding for this activity is provided under USAID Contract No. DFD-I-00-05-00121-00 TO 05.

In response to your organization's request for assistance dated _____, LGPA is pleased to award this Simplified Grant as a contribution to your program in accordance with the information shown in the table below:

Grant Summary Table

3. Grant Title	
4. Grant Purpose, Objective and Description	
5. Period of Grant	Start: _____ End: _____
6. Total Activity Unit Pricing	LGPA Funding: Grantee Cost Share Funding: Total Funding:

Terms & Conditions

7. **Incorporation of Referenced Documents** – The documents listed below are hereby incorporated as an integral part of this award:
 - Grantee's final approved grant application (including Work-Cost-Milestone Plan dated _____)
 - LGPA Small Grant Fund Statement (dated _____)
8. **Special Conditions** (if none, state NIL below):
9. **Modification** – This Grant Agreement may only be modified by issuance of a formal written Modification Notice jointly endorsed by the grantee's agent and LGPA's Chief of Party (COP).
10. **Liability** – With regard to all aspects of this grant, LGPA and the United States Agency for International Development (USAID) assume no liability for any third party claims and/or damages arising out of this grant.
11. **Disputes** – The LGPA COP or his/her designee will decide all disputes arising out of this grant.
12. **Termination and Suspension** – LGPA or USAID may unilaterally terminate the grant in whole or part, or suspend payments, if there is reasonable cause to believe that the grantee is or will be

insolvent during performance, if funding under the prime contract is not longer available, or under extraordinary circumstances. If the grant is terminated, the grantee may submit a claim for allowable, reasonable, and allocable grant activity closure costs, which are subject to review and approval by LGPA.

In addition to the above, USAID may, in its sole discretion, supersede any decision, or omission taken by LGPA. USAID retains the right, at all times thereunder, through the Contracting Officer, to (1) dictate a different decision with respect to the award or administration of any grant; (2) rectify an omission by LGPA with respect to the award or administration of any grant; (3) take over the administration of any grant awarded hereunder; and/or (4) terminate, in whole or in part, LGPA's grants under contract authorities under the LGPA project.

- 13. Funding Conditions** – (a) SiGs will not advance funds to the grantee—funding is on a reimbursement basis only; (b) international airfares and indirect costs are not eligible for LGPA financing; (c) equipment with an acquisition cost in excess of \$5,000 may not be purchased by the grantee with LGPA funds; (d) LGPA funds can only be used for items as detailed on the approved Work-Cost-Milestone Plan (with supporting documents and budget notes).
- 14. Purchases** – The grantee hereby agrees to document that reasonable steps will taken to ensure that all purchases charged to the grant are at reasonable prices and from responsible sources.
- 15. Cost Share/Leveraging** — The grantee agrees to provide cost share and/or leveraged funding in the amount specified in Item 6. If the grantee fails to act in good faith to meet the cost sharing (matching) requirements, the LGPA Grants Manager may consider it sufficient reason to terminate the award if an alternative resolution cannot be agree upon with the grantee. The grantee must submit a certified statement stating the cost share expended on this grant.
- 16. Value-Added Tax and Customs Duties** – *[tailor per contract]*
- 17. Grant Disbursement Mechanism** –The grantee will not be reimbursed for costs incurred in excess of the amount listed in Item 6. Disbursement of funds to the grantee shall be in accordance with the approved application incorporated herein. All grantee requests for reimbursement must be supported by a duly completed Expense Report and Request for Reimbursement Form. The grantee will submit the Expense Report and Request for Reimbursement Form on a monthly basis. The grantee is required to provide a final report (see Attachments), simultaneously with the final request for reimbursement.
- 18. Payment Mechanism** – It is agreed that all LGPA funds will be reimbursed to the grantee by means of:
 - () Wire transfer to grantee bank account *([name of account, number, and bank name and address])*
 - () Bank check in the name of grantee *([organization name only])*
- 19. Financial Record-Keeping and Reporting** – The grantee hereby agrees to record, classify, and report all LGPA-financed costs in separate and segregated grant-specific financial accounts. The grantee is required to maintain all grant-related financial records in accessible and auditable condition for three years after the completion of the grant activity and agrees that LGPA's and/or USAID's agent(s) will have unrestricted access to all financial records, reports, and supporting documentation related to LGPA funds. At LGPA's or USAID's request, the grantee must refund to LGPA or USAID any funds received that represent reimbursement for any costs determined to not meet the terms and conditions of this grant. The grantee is required to provide a final report (see attachments), simultaneously with the final request for reimbursement.

20. Prohibition of Support to Terrorism – The Recipient is reminded that US Executive Orders and US law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this Agreement.

21. Narcotic Offenses – 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.

22. Official Language – For the convenience of both parties involved, the signed document is in both English and Albanian. In the event of inconsistency between the terms of this Grant and any translation into another language, the English language meaning shall control and shall be the one referred to in the case of any dispute.

23. Completion Certificate – At the end of the grant activity, the grantee is expected to submit a final programmatic report and reimburse LGPA any amounts in excess of the actual costs incurred (see attachments).

24. Standard Provisions –

USAID BRANDING AND MARKING PROVISION

As a condition of receipt of this subaward, the grantee agrees to “co-brand” all USAID partially or fully funded programs, projects, activities, public communications, and commodities. Co-branding is placing the USAID Identity next to the award recipient’s logo—and ensuring equal size and prominence—on USAID partially or fully funded programs, projects, activities, public communications, and commodities. In the event that the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.

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

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

REPORTING OF FOREIGN TAXES (March 2006)

APPLICABILITY: *This provision is applicable to all USAID agreements that obligate or subobligate FY 2003 or later funds except for agreements funded with Operating Expense, Pub. L. 480 funds, or trust funds, or agreements where there will be no commodity transactions in a foreign country over the amount of \$500.*

- (a) The recipient must annually submit a report by April 16 of the next year.
- (b) Contents of Report. The report must contain:
 - (i) Contractor/recipient name.
 - (ii) Contact name with phone, fax and email.

- (iii) Agreement number(s).
 - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.
 - (vii) Report is required even if the recipient did not pay any taxes during the report period.
 - (viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
- (i) “Agreement” includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (ii) “Commodity” means any material, article, supply, goods, or equipment.
 - (iii) “Foreign government” includes any foreign governmental entity.
 - (iv) “Foreign taxes” means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: *[insert address and point of contact at the Embassy, Mission or FM/CMP as appropriate. see b. below] [optional with a copy to]*
- (e) Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, grants and other subagreements.

For further information see <http://www.state.gov/m/rm/c10443.htm>.

[Insert other Standard Provisions as needed.]

25. Conflicts of Interest – All grantee staff must be free of any apparent conflicts of interests concerning SGF project activities.

26. Environmental Follow-up – *[Tailor per the outcome of the environmental screening.]*

27. Attachments

Expense Reporting, Request for Reimbursement and Progress Report
 Final Report Format
 Federal Tax Reporting

Agreement

By affixing your signature below, acting as the agent of your organization, you hereby certify that the Grant Summary presented above fairly and accurately represents your organization's program, and that you accept all Terms & Conditions as stated above.

Awarded On Behalf of LGPA

Accepted on Behalf of Grantee

ARD/LGPA, Chief of Party

Grantee's Agent

Effective Date of Grant:_____

ATTACHMENT H: FIXED OBLIGATION GRANT (FOG) AGREEMENT NO. 0X-XX

[Insert grant title]

1. **Grantee:** Name of Nongovernmental Organization
Contact information (address, telephone, fax, email)

2. **Grantee Agent:** Name, Title
Contact information (address, telephone, fax, email)

This grant is authorized in accordance with the Foreign Assistance Act of 1961, as amended. This award is made in accordance with USAID Standard Provisions for non-US Nongovernmental Organizations and Automated Directives System (ADS) applicable sections, in particular Chapter 303. Funding for this activity is provided under USAID Contract No. DFD-I-00-05-00121-00 TO 05.

In response to your organization’s request for assistance dated _____, LGPA is pleased to award this Fixed Obligation Grant as a contribution to your program in accordance with the information shown in the table below:

Grant Summary Table

3. Grant Title	
4. Grant Purpose, Objective and Description	
5. Period of Grant	Start: _____ End: _____
6. Total Activity Unit Pricing	LGPA Funding: Grantee Cost Share Funding: Total Funding:

Terms & Conditions

7. **Incorporation of Referenced Documents** – The documents listed below are hereby incorporated as an integral part of this grant agreement:
 - Grantee’s final approved grant application (including Work-Cost-Milestone Plan dated _____)
 - LGPA Small Grant Fund Statement (dated _____)

8. **Special Conditions** (if none, state NIL below):

9. **Modification** – This grant agreement may only be modified by issuance of a formal written Grant Modification Notice jointly endorsed by the grantee’s agent and LGPA’s Chief of Party (COP).

10. **Liability** – With regard to all aspects of this grant, LGPA and United States Agency for International Development (USAID) assume no liability for any third party claims and/or damages arising out of this grant.

11. **Disputes** – The LGPA COP or his/her designee will decide all disputes arising out of this grant.

12. **Termination and Suspension** – LGPA or USAID may unilaterally terminate the grant in whole or part, or suspend payments, if there is reasonable cause to believe that the grantee is or will be

insolvent during performance, if funding under the prime contract is not longer available or under extraordinary circumstances. If the grant is terminated, the grantee may submit a claim for allowable, reasonable, and allocable grant activity closure costs, which are subject to review and approval by LGPA.

In addition to the above, USAID may, in its sole discretion, supersede any decision, or omission taken by LGPA. USAID retains the right, at all times thereunder, through the Contracting Officer, to (1) dictate a different decision with respect to the award or administration of any grant; (2) rectify an omission by LGPA with respect to the award or administration of any grant; (3) take over the administration of any grant awarded hereunder; and/or (4) terminate, in whole or in part, LGPA’s grants under contract authorities under the LGPA project.

- 13. **Funding Conditions** – (a) FOGs will not advance funds to the grantee—funding is on a reimbursement basis only; (b) international airfares and indirect costs are not eligible for LGPA financing; (c) equipment with an acquisition cost in excess of \$5,000 may not be purchased by the grantee with LGPA funds; and (d) LGPA funds can only be used for items as detailed on the approved Work-Cost-Milestone Plan (with supporting documents and budget notes).
- 14. **Purchases** – The grantee hereby agrees to document that reasonable steps will be taken to ensure that all purchases charged to the grant are at reasonable prices and from responsible sources.
- 15. **Value-Added Tax and Customs Duties** – *[tailor per contract]*
- 16. **Cost Share/Leveraging** – The grantee agrees to provide cost share and/or leveraged funding in the amount specified in Item 6. If the grantee fails to act in good faith to meet the cost sharing (matching) requirements, the LGPA Grants Manager may consider it sufficient reason to terminate the award if an alternative resolution cannot be agreed upon with the grantee. The grantee must submit a certified statement stating the cost share expended on this grant.

17. Grant Tranche Payment Schedule

Tranche Payment will be made only upon successful completion and submission of milestones by grantee within due date, and approval of the Milestones by LGPA.

Tranche Payment #	Milestone Description	Amount
1		
2, etc.		
	Total LGPA Funding	

- 18. **Grant Disbursement Mechanism** – The grantee will not be reimbursed for costs incurred in excess of the amount obligated under the grant as listed in Item 6. Disbursement of funds to the grantee shall be in accordance with the reimbursement milestones presented at the bottom of the Work-Cost-Milestone Plan. All grantee requests for reimbursement must be supported by a duly completed Tranche Payment Request Form and Progress Report Form (attached). The grantee is required to provide a final report on the grant (see attachments), simultaneously with the final request for reimbursement.
- 19. **Payment Mechanism** – It is agreed that all LGPA funds will be reimbursed to the grantee by means of:

() Wire transfer to grantee bank account (*[name of account, number, bank name and address inserted]*)

() Bank check in the name of grantee (*[organization's name only]*)

- 20. Financial Record-Keeping and Reporting** – The grantee hereby agrees to record, classify, and report all LGPA-financed costs in separate and segregated grant-specific financial accounts. The grantee is required to maintain all grant-related financial records in accessible and auditable condition for three years after the completion of the grant activity and agrees that LGPA’s and/or USAID’s agent(s) will have unrestricted access to all financial records, reports, and supporting documentation related to LGPA funds. At LGPA’s or USAID’s request, the grantee must refund to LGPA or USAID any funds received that represent reimbursement for any costs determined to not meet the terms and conditions of this grant. The grantee is required to provide a Final Report on the grant (see attachments), simultaneously with the final request for reimbursement.
- 21. Prohibition of Support to Terrorism** – The Recipient is reminded that US Executive Orders and US law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this grant Agreement.
- 22. Narcotic Offenses** – 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.
- 23. Official Language** – For the convenience of both parties involved, the signed document is in both English and Albanian. In the event of inconsistency between the terms of this grant and any translation into another language, the English language meaning shall control and shall be the one referred to in the case of any dispute.
- 24. Completion Certificate** – Grantees must certify in writing to the Grants Manager at the end of the grant that the activity was completed. If the grantee cannot certify it shall be expected to make appropriate reimbursements.

25. Standard Provisions –

USAID BRANDING AND MARKING PROVISION

As a condition of receipt of this subaward, the grantee agrees to “co-brand” all USAID partially or fully funded programs, projects, activities, public communications, and commodities. Co-branding is placing the USAID Identity next to the award recipient’s logo—and ensuring equal size and prominence—on USAID partially or fully funded programs, projects, activities, public communications, and commodities.” In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.

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

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

[Insert other Standard Provisions as needed.]

26. Conflicts of Interest – All grantee staff must be free of any apparent conflicts of interests concerning SGF project activities.

27. Environmental Follow-up – *[Tailor per the outcome of the environmental screening.]*

28. Attachments

Tranche Payment Request Form & Progress Report Form
Final Report Format
Grant Completion Certificate

Agreement

By affixing your signature below, acting as the agent of your organization, you hereby certify that the Grant Summary presented above fairly and accurately represents your organization’s program, and that you accept all Terms & Conditions as stated above.

Awarded on Behalf of LGPA

Accepted on Behalf of Grantee

ARD/LGPA, Chief of Party

Grantee’s Agent

Effective Date of Grant _____

**ATTACHMENT I: EXPENSE REPORT, REQUEST FOR REIMBURSEMENT, AND
PROGRESS REPORT FORMS (SIGS ONLY)**

1. Recipient Organization: <i>Name:</i>	2. ARD Contract Ref:	
	3. Grant No.:	
<i>Address:</i>	4. Grant Period:	
	<i>Start Date:</i> <i>End Date:</i>	
	5. Current Period:	
	<i>Start Date:</i> <i>End Date:</i>	

BOX A

(amounts reported in local currency)

Activity Description	Approved Budget (A)	Expenditures This Period (B)	Expenditures To Date (including this period) (C)	Remaining Balance (A-C)	Notes
1. Personnel					
2. Fringe Benefits					
3. Materials and Supplies					
4. Travel					
5. Other Direct Costs					
TOTAL					

Progress Report

Grantee's Assessment of Work Progress*:

Constraints Identified and/or Problems Encountered During Implementation*:

Actions Taken to Remove Constraints and/or Correct Problems*:

* With reference to specific tasks

Submitted for Payment — The above presented expenses have been achieved in accordance with all terms and conditions stated in the grant award and all incorporated documents, including the approved grant application with implementation and financial plans. Action has been or will be taken in a timely and adequate manner to remove constraints and/or correct problems.

Grantee Certificate			
I certify that to the best of my knowledge and belief that this report is correct and complete and that all outlays are for the purposes set forth in the agreement documents.	Authorized Certifying Official	Signature:	Date Report Submitted:
		Type or Printed Name and Title:	Telephone:

Certified – I have reviewed the above elements and have found all information to be accurate and complete with respect to my grant file records.

Grant Manager _____ **Date** _____

Technical Manager _____	Approved
Financial Officer _____	Reconciled
Chief of Party _____	Approved
Total Grant (Currency) _____	
Cumulative Payments (Currency) _____	(inclusive of this payment)
Balance (Currency) _____	

ATTACHMENT J: TRANCHE PAYMENT REQUEST FORM AND PROGRESS REPORT (FOGS ONLY)

Grant No. _____ Date _____

Grantee Name _____

Grant Activity Title _____

TRANCHE PAYMENT ELEMENTS

Tranche Payment #	Milestone Description	Amount (Currency)

Progress Report

Grantee’s Assessment of Work Progress*:

Constraints Identified and/or Problems Encountered During Implementation*:

Actions Taken to Remove Constraints and/or Correct Problems*:

* With reference to specific tasks

Submitted for Payment –The above presented tranche payment milestone has been achieved in accordance with all terms and conditions stated in the LGPA grant award and all incorporated documents, including the approved grant application with implementation and financial plans. Action has been or will be taken in a timely and adequate manner to remove constraints and/or correct problems.

Grantee Certificate			
I certify that to the best of my knowledge and belief that this report is correct and complete and that all outlays are for the purposes set forth in the agreement documents.	Authorized Certifying Official	Signature:	Date Report Submitted:
		Type or Printed Name and Title:	Telephone:

Certified – I have reviewed the above Tranche Payment Elements and have found all information to be accurate and complete with respect to my grant file records.

Grant Manager _____ **Date** _____

Technical Manager _____	Approved
Financial Officer _____	Reconciled
Chief of Party _____	Approved
Total Grant (Currency) _____	
Cumulative Payments (Currency) _____	(inclusive of this payment)
Balance (Currency) _____	

ATTACHMENT K: GRANT FINAL REPORTING FORM

Purpose of performance reporting:

This attachment establishes the procedures for monitoring and reporting on the grantee's program performance and the required reporting format.

Monitoring and reporting program performance:

Grantees are responsible for managing and monitoring project functions and activities supported by the award.

The final program performance report is due simultaneously with the request for the final financial reimbursement.

Content of performance reports:

Performance reports shall generally contain, for each award:

- A. Cover Page
 - Name of Grantee
 - Award Number
 - Address
 - Telephone
 - Name of Person Responsible for Program Report
 - Period Covered by Program Report
- B. Brief information on a comparison of actual accomplishments with the goals and objectives established for the period
 - This section of the performance reporting should relate financial data to performance data and develop unit cost information whenever practical. This can be done by comparing expenditures for the period with what has been budgeted for each activity. Whenever appropriate and the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.
- C. Reasons why established goals for the reporting period were not met
- D. Other pertinent information including, analysis, and explanation of cost overruns or high unit costs
- E. Findings: The recipient shall immediately notify LGPA of developments that have a significant impact on the award-supported activities. Notification should be given in the case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- F. Next Steps: Document the goals and objectives for the next reporting period.

Recipients shall submit the original and one copy of performance reports to:

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Site Visits USAID, LGPA, or its designee, may make site visits, as needed.

ATTACHMENT L: FEDERAL TAX REPORTING FORMAT

1. Recipient Organization:	2. ARD Contract Ref:	
<i>Name:</i> <i>Phone:</i> <i>Fax:</i> <i>Email:</i> <i>Address:</i>	3. Grant No.:	
	4. Grant Period:	
	<i>Start Date:</i> <i>End Date:</i>	
	5. Current Period:	
	<i>Start Date:</i> <i>End Date:</i>	
<i>Check One:</i>		
<input type="checkbox"/> Interim Report Nov. 17		
<input type="checkbox"/> Final Report April 16		

Insert taxed transactions at \$500 or more Oct. 1–Sept. 30 of current year

Voucher No.	Description	Date	Total Invoice	Tax Paid
Total				

Taxes Reimbursed <i>(this period only)</i>	Tax Reimbursed from the Transactions Above <i>(interim report through Oct. 31)</i>	Tax Reimbursed from the Transactions Above <i>(final report through March 31)</i>
Total		

Certificate			
I certify that to the best of my knowledge and belief that this report is correct and complete and that all outlays are for the purposes set forth in the agreement documents.	Authorized Certifying Official	Signature:	Date Report Submitted:
		Type or Printed Name and Title:	Telephone:

ATTACHMENT M: GRANT COMPLETION CERTIFICATE (FOGS ONLY)

Grant No.:

Grant Title:

Grantee Name:

With reference to the Grant Agreement No. _____ that was entered into with LGPA, in my capacity as the grantee agent, I hereby certify that:

Technical Completion – With reference to all material aspects of our Application with Work-Cost-Milestone Plan, and any subsequent jointly agreed-upon modification(s), my organization has achieved the stated grant objective(s) and verifiable results as presented, with the exception of the following:

***** **Nil** *****

On Behalf of the Grantee:

On Behalf of LGPA:

Grantee Agent

Chief of Party

Dated: _____

U.S. Agency for International Development
American Embassy
Tirana, Albania
Tel: 355 (0)42 247 285
<http://albania.usaid.gov/>